



Sean Rogan
Executive Director

**HOUSING AUTHORITY
of the County of Los Angeles**

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Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Don Knabe
Michael D. Antonovich
Commissioners

July 05, 2016

The Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

1-H July 5, 2016

LORI GLASGOW
EXECUTIVE OFFICER

**APPROVE CONTRACTS FOR VACANT UNIT PREPARATION SERVICES
(ALL DISTRICTS) (3 VOTE)**

SUBJECT

This letter recommends approval of five service Contracts to provide vacant unit preparation services on an as-needed basis for 68 public and affordable housing developments located throughout the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Executive Director or his designee to execute, and if necessary, terminate one-year Contracts with five service contractors (Ultimate Maintenance Services, Inc., Building Maintenance of Tomorrow, Coast2 Coast Preservation, Inc., MB Painting, and Mid-City Maintenance Services, Inc.) to provide vacant unit preparation services on an as-needed basis, in the aggregate amount of up to \$250,000, using funds included in the Housing Authority's Fiscal Year 2016-2017 proposed budget.
2. Authorize the Executive Director or his designee to amend the Contracts to add or delete sites, modify the scope of work, and increase the annual compensation by up to 10% of the contract total as needed for additional services.
3. Find that approval of these Contracts is exempt from the California Environmental Quality Act (CEQA), as described herein, because the services will not have the potential for causing a significant effect on the environment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to provide for vacant unit preparation services for 68 public and affordable housing developments located throughout the County of Los Angeles. This action will allow for the replacement of current contracts which expire on July 31, 2016.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund.

The cost for the first year of services will be up to \$250,000 using funds included in the Housing Authority's Fiscal Year 2016-2017 approved budget.

If extended, the cost of years two through five will remain at the same aggregate annual amount of up to \$250,000 included in the Housing Authority's annual budget approval process.

A 10% contingency, in the amount of \$25,000 per year, is also being set aside for any additional needed vacant unit preparation services, such as additional unit cleaning services, floor waxing and cleaning/steaming carpet. If the Contracts are fully extended, the total aggregate contract and contingency amount for all five years will be \$1,375,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended Contracts with five service contractors will provide vacant unit preparation services on an as-needed basis for 68 public and affordable housing developments located throughout the County of Los Angeles.

The services are being federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, Ultimate Maintenance Services, Inc., Building Maintenance of Tomorrow, Coast2 Coast Preservation, Inc., MB Painting, and Mid-City Maintenance Services, Inc. will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

The Contracts have been approved as to form by County Counsel and will be effective on August 1, 2016, subject to Board approval and execution by all parties. On June 22, 2016, the Housing Commission recommended approval of the Contract awards.

ENVIRONMENTAL DOCUMENTATION

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3) because it involves maintenance activities that will not have a physical impact or result in any physical changes to the environment. The action is exempt from the provisions of CEQA pursuant to State CEQA Guideline 15301 because it involves activities that do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

On March 22, 2016, an Invitation for Bids (IFB) process was initiated to identify contractors to provide vacant unit preparation services for the Housing Authority. Notices were emailed to 193 vendors from the Housing Authority vendor list. An announcement was also posted on the County's WebVen and Housing Authority websites.

A mandatory pre-bid meeting was held at the Housing Authority on March 29, 2016. A total of thirteen contractors participated in the Mandatory Pre-Bid Meeting. Ten bids were received by the submission deadline of April 13, 2016. Four bidders were determined non-responsive; one bidder did not attend the Mandatory Pre-bid meeting, and three bidders did not follow the format delineated in the Invitation for Bids Package.

During the period of April 14, 2016 through April 22, 2016, an evaluation of the minimum requirements and references was conducted. The five lowest most responsive and responsible bidders are being recommended for the Contract awards. The five selected contractors are Ultimate Maintenance Services, Inc., Building Maintenance of Tomorrow, Coast2 Coast Preservation, Inc., MB Painting, and Mid-City Maintenance Services, Inc.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Contracts will provide necessary vacant unit preparation services for 68 public and affordable housing developments located throughout the County of Los Angeles and continue to provide the residents and staff with decent, safe and sanitary living conditions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN

Executive Director

SR:ng

Enclosures

ATTACHMENT A

Summary of Outreach Activities

Vacant Unit Preparation Services

On March 22, 2016, the following outreach was initiated to identify Vacant Unit Preparation Service contractors for the Housing Authority.

A. Announcement

An announcement was posted on the County's WebVen and on the Housing Authority websites.

B. Distribution of Notices

The Housing Authority's vendor list was used to email out the Invitation for Bids (IFB) notices to 193 vacant unit preparation service contractors, of which 132 identified themselves as firms owned by minorities or women (private firms that are 51 percent owned by minorities or women, or publicly owned businesses, in which 51 percent of the stock is held by minorities or women).

As a result of the outreach 47 solicitation packages were downloaded and 10 bids were received.

C. Bid Results

On April 13, 2016, ten bids were received, four bids were determined non-responsive and the following six remained:

<u>Bidders</u>	<u>Total Bid Amounts</u>
Coast 2 Coast Preservation, Inc.	\$ 3,412.55
Ultimate Maintenance Services, Inc.	\$ 4,091.00
Building Maintenance of Tomorrow	\$ 5,844.87
MB Painting	\$ 9,984.95
Mid-City Maintenance Services, Inc.	\$10,270.64
Executive-Suite Services, Inc.	\$16,413.85

The lowest bidders, Ultimate Maintenance Services, Inc., Building Maintenance of Tomorrow, Coast 2 Coast Preservation, Inc., MB Painting and Mid-City Maintenance Services, Inc., were determined to be the most responsive and responsible bidders and are being recommended for a contract.

D. Minority/Women Participation – Selected Agency

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Ultimate Maintenance Services, Inc.	Minority	Total: 80 34 Minorities 46 Women 43% Minority 58% Women

E. Minority/Women Participation – Selected Agency

<u>Name</u>	<u>Ownership</u>	
Building Maintenance of Tomorrow	Minority	Total: 20 9 Minorities 11 Women 45% Minorities 55% Women

F. Minority/Women Participation – Selected Agency

<u>Name</u>	<u>Ownership</u>	
Coast 2 Coast Preservation, Inc.	Minority	Total: 7 5 Minorities 2 Women 72% Minorities 29% Women

G. Minority/Women Participation – Selected Agency

<u>Name</u>	<u>Ownership</u>	
MB Painting	Minority	Total: 3 2 Minorities 1 Woman 67% Minorities 34% Women

H. Minority/Women Participation – Selected Agency

<u>Name</u>	<u>Ownership</u>	
Mid-City Maintenance Services, Inc.	Minority	Total: 3 1 Minority 2 Women 34% Minorities 67% Women

I. Minority/Women Participation – Non Selected Agency

<u>Name</u>	<u>Ownership</u>	
Executive-Suite Services, Inc.	Non-Minority	Total: 21 10 Minorities 10 Women 48% Minorities 48% Women

The Housing Authority conducts ongoing outreach to encourage participation by minorities and women in the contract award process, including: providing information at local and national conferences, expos and vendor fairs, and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended award of Contracts is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.

**CONTRACT
FOR
VACANT UNIT PREPARATION SERVICES**

This Contract is made and entered into this *[day]* day of *[month]*, *[year]*, by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Housing Authority", and Ultimate Maintenance Services, Inc., hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed vacant unit preparation services. On March 22, 2016, in response to the Housing Authority's Invitation for Bids, the Contractor submitted a bid to furnish the hereinafter-described vacant unit preparation services to the Housing Authority.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence on August 1, 2016 and shall remain in full force and effect for twelve (12) months until July 31, 2017 unless sooner terminated as provided herein. This Contract may be extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Housing Authority.

3. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Housing Authority's Executive Director, all the work described in the attached Statement of Work, Attachment A.

4. COMPENSATION

A. The Contractor shall submit to the Housing Authority on the 1st day of each month an invoice on a form approved by the Housing Authority for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Housing Authority will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), and the total amount of compensation under this Contract will not exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), which shall include all related expenses. The Contractor is one of a number of contractors sharing the yearly amount of

compensation by providing vacant unit preparation services and is not guaranteed any amount of work under this Contract. The Housing Authority in its sole discretion shall determine and assign work on as needed basis.

- B. The Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system.
- C. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the Housing Authority's express prior written approval.
- D. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Housing Authority at the address herein provided in Section 40, Notices in this Contract.
- E. The Contractor shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Housing Authority's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5. SOURCE AND APPROPRIATION OF FUNDS

The Housing Authority's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Housing Authority will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

6. TERMINATION FOR IMPROPER CONSIDERATION

The Housing Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary,

to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract of the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

7. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Housing Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Housing Authority consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Housing Authority to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Housing Authority's sole discretion, against the claims, which the Contractor may have against the Housing Authority. However, the Housing Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Housing Authority in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Housing Authority's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Housing Authority.

9. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Housing Authority.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Housing Authority.

10. INSURANCE

Without limiting the Contractor's duties to indemnify and defend as provided in this Contract, the Contractor shall procure and maintain, at the Contractor's sole expense, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in A.M. Best's Insurance Guide. The Contractor shall, concurrent with the execution of this Contract, deliver to the Housing Authority certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Contractor shall provide the Housing Authority with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Housing Authority reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Housing Authority and all deductible amounts must be provided in advance to the Housing Authority for its approval. Any self-insurance program and self-insured retention must be separately approved by the Housing Authority. In the event such insurance does provide for deductibles or self-insurance, the Contractor agrees that it will defend, indemnify and hold harmless the Housing Authority, Community Development Commission of the County of Los Angeles ("Commission"), County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they

would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Housing Authority be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Housing Authority immediate notice of any insurance claim or loss which may be covered by insurance. The Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which the Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

ULTIMATE MAINTENANCE SERVICES, INC.

The insurance policies set forth herein shall be primary insurance and non-contributory with respect to the Housing Authority. The insurance policies shall contain a waiver of subrogation for the benefit of the Housing Authority. Failure on the part of the Contractor, and/or any entities with which the Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Housing Authority's sole discretion, constitute a material breach of this Contract pursuant to which the Housing Authority may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Housing Authority, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Housing Authority shall be immediately repaid by the Contractor to the Housing Authority upon demand including interest thereon at the default rate. In the event of such a breach, the Housing Authority shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. The Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Housing Authority's rights against the Contractor or the insurance carrier.

When the Contractor, or any entity with which the Contractor contracts, is naming the Housing Authority as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in the Housing Authority's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

The following insurance policies shall be maintained by the Contractor and any entity with which the Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for bodily injury, personal injury, property damage, and contractual liability with limits of not less than the following:

General Aggregate \$1,000,000

**CONTRACT
FOR
VACANT UNIT PREPARATION SERVICES**

This Contract is made and entered into this *[day]* day of *[month]*, *[year]*, by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Housing Authority", and Mid-City Maintenance Services, Inc., hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed vacant unit preparation services. On March 22, 2016, in response to the Housing Authority's Invitation for Bids, the Contractor submitted a bid to furnish the hereinafter-described vacant unit preparation services to the Housing Authority.

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3. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Housing Authority's Executive Director, all the work described in the attached Statement of Work, Attachment A.

4. COMPENSATION

A. The Contractor shall submit to the Housing Authority on the 1st day of each month an invoice on a form approved by the Housing Authority for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Housing Authority will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), and the total amount of compensation under this Contract will not exceed Two Hundred Fifty Thousand and 00/00 Dollars (\$250,000.00), which shall include all related expenses. The Contractor is one of a number of contractors sharing the yearly amount of

compensation by providing vacant unit preparation services and is not guaranteed any amount of work under this Contract. The Housing Authority in its sole discretion shall determine and assign work on as needed basis.

- B. The Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system.
- C. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the Housing Authority's express prior written approval.
- D. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Housing Authority at the address herein provided in Section 40, Notices in this Contract.
- E. The Contractor shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Housing Authority's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

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In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Housing Authority will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

6. TERMINATION FOR IMPROPER CONSIDERATION

The Housing Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary,

to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract of the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

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Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Housing Authority in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Housing Authority's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Housing Authority.

9. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Housing Authority.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Housing Authority.

10. INSURANCE

Without limiting the Contractor's duties to indemnify and defend as provided in this Contract, the Contractor shall procure and maintain, at the Contractor's sole expense, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in A.M. Best's Insurance Guide. The Contractor shall, concurrent with the execution of this Contract, deliver to the Housing Authority certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Contractor shall provide the Housing Authority with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Housing Authority reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Housing Authority and all deductible amounts must be provided in advance to the Housing Authority for its approval. Any self-insurance program and self-insured retention must be separately approved by the Housing Authority. In the event such insurance does provide for deductibles or self-insurance, the Contractor agrees that it will defend, indemnify and hold harmless the Housing Authority, Community Development Commission of the County of Los Angeles ("Commission"), County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they

would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Housing Authority be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Housing Authority immediate notice of any insurance claim or loss which may be covered by insurance. The Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which the Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

MID-CITY MAINTENANCE SERVICES, INC.

The insurance policies set forth herein shall be primary insurance and non-contributory with respect to the Housing Authority. The insurance policies shall contain a waiver of subrogation for the benefit of the Housing Authority. Failure on the part of the Contractor, and/or any entities with which the Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Housing Authority's sole discretion, constitute a material breach of this Contract pursuant to which the Housing Authority may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Housing Authority, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Housing Authority shall be immediately repaid by the Contractor to the Housing Authority upon demand including interest thereon at the default rate. In the event of such a breach, the Housing Authority shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. The Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Housing Authority's rights against the Contractor or the insurance carrier.

When the Contractor, or any entity with which the Contractor contracts, is naming the Housing Authority as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in the Housing Authority's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

The following insurance policies shall be maintained by the Contractor and any entity with which the Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for bodily injury, personal injury, property damage, and contractual liability with limits of not less than the following:

General Aggregate \$1,000,000

Products/Completed Operations Aggregate.....	\$1,000,000
Personal and Advertising Injury.....	\$ 500,000
Each Occurrence.....	\$ 500,000

The Housing Authority, Commission, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Public Agencies and their Agents"), shall be named as additional insureds for contractor's work on such policy.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$50,000 thousand for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident.....	\$1,000,000
Disease-policy limit.....	\$1,000,000
Disease-each employee.....	\$1,000,000

The Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the property or project that is the subject of this Contract.

11. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Housing Authority, Commission, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to the Contractor's acts, errors, or omissions, except to the extent caused by the sole negligence or willful misconduct of Housing Authority, Commission, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. The Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Housing Authority, Commission, and County, as applicable to each of them.

12. HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN

The Housing Authority will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Housing Authority determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Housing Authority and Contractor. If improvement does not occur consistent with the corrective measure, the Housing Authority may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Housing Authority in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

13. TERMINATION FOR CONVENIENCE

The Housing Authority reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

14. TERMINATION FOR CAUSE

This Contract may be terminated by the Housing Authority upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Housing Authority upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Housing Authority within the time specified in such notice, the Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of

deficiency thereof in writing will be served upon Contractor by the Housing Authority. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Housing Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Housing Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. CONTRACTOR'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Housing Authority Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Housing Authority's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Housing

Authority under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Housing Authority may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Housing Authority Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Housing Authority's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

18. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Housing Authority and the Contractor.

19. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Housing Authority pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Housing Authority under this Contract.

Professional Conduct: The Housing Authority does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Contractor's employees, agents or subcontractors providing services for the Housing Authority. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-46, inclusive.

23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled,

terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate

action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority, Commission, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Housing Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, recommend that the Contractor be debarred from bidding or proposing on, or being awarded, and/or performing work on Housing Authority contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Housing Authority.
- C. The Housing Authority may recommend that the Board of Commissioners debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Housing Authority, Commission, or County, or a nonprofit corporation created by the Housing Authority, Commission, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Housing Authority, Commission, or County or any other public entity, or a nonprofit corporation created by the Housing Authority, Commission, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Housing Authority, Commission, County, or any other public entity.

- D. If there is evidence that the Contractor may be subject to debarment, the Housing Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Housing Authority may, in its discretion, recommend that the Board of Commissioners reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Housing Authority.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate

the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Housing Authority, or Commission contractors, consultants, vendors and operating agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the Contractor has demonstrated to the Housing Authority satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Housing Authority, Commission, or County or a subcontract with a Housing Authority, Commission, or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Housing Authority, Commission, or County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Housing Authority or County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Housing Authority under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Housing Authority if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program.

The Housing Authority may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Housing Authority's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Housing Authority may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Housing Authority, Housing Authority, or County contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Housing Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Housing Authority pays final payment and other pending matters are closed under this Contract.

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Housing Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Housing Authority any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Housing Authority will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

39. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Housing Authority and the Housing Authority holds all the rights to said data.

40. NOTICES

The Housing Authority shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Housing Authority has actual knowledge of such injury or damage. Housing Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Housing Authority:

Maria Badrakhan, Director
Housing Management Division
Housing Authority of the
County of Los Angeles
700 W. Main Street
Alhambra, CA 91801

The Contractor:

Suzette Waters, Executive Director
Mid-City Maintenance Services, Inc.
4827 South Central Avenue, Suite 1106
Los Angeles, CA 90011

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Housing Authority may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR'S ACKNOWLEDGMENT OF HOUSING AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Housing Authority's policy to encourage all Housing Authority Contractors to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Housing Authority seeks to ensure that all Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

44. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S

DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Housing Authority under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Housing Authority may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

45. AUTHORIZATION WARRANTY

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

46. CONTRACTOR'S COMPLIANCE WITH THE HOUSING AUTHORITY'S SMOKE FREE POLICY AT ALL HOUSING DEVELOPMENT PROPERTIES

The Contractor represents that it will comply with the Housing Authority's policy strictly prohibiting smoking on all Housing Authority housing development properties, except at the South Bay Gardens Senior Housing Development located at 230 E. 130th Street, Los Angeles, CA 90061, where smoking is permitted only in a specified open area that is at least 20 feet away from a Housing Authority building and is clearly labeled as a **"Smoking Designated Area."** The Contractor acknowledges and understands that the Housing Authority's smoke free policy applies to all residents, guests, visitors, vendors, contractors, and staff.

47. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

48. ENTIRE CONTRACT

This Contract with Attachments A through D constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices

/

SIGNATURES

IN WITNESS WHEREOF, the Housing Authority and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

MID-CITY MAINTENANCE SERVICES, INC.

By _____
Sean Rogan
Executive Director

By _____
Suzette Waters
Executive Director

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

APPROVED AS TO PROGRAM:
HOUSING MANAGEMENT DIVISION

By _____
Nancy M. Takade
Principal Deputy County Counsel

By _____
Maria Badrakhan
Director

ATTACHMENT A

STATEMENT OF WORK

APPENDIX B STATEMENT OF WORK VACANT UNIT PREPARATION SERVICES

1.0 SCOPE OF WORK

The Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing agency. The Housing Authority helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Housing Authority maintains many administrative buildings and 68 housing developments that include over 3,229 residential units within the County of Los Angeles.

2.0 GENERAL REQUIREMENTS

- 2.1** The Contractor shall have a Supervisor assigned to the Contract with 5 years of experience to serve as a direct liaison with the Housing Authority.
- 2.2** The Contractor shall be the sole provider of all the work outlined in the Statement of Work.
- 2.3** The Contractor shall charge for services rendered in accordance to the fee schedule.

3.0 SPECIFIC WORK REQUIREMENTS

- 3.1** The Contractor shall provide vacant unit preparation services on an as-needed basis at all Housing Authority locations noted in Exhibit 1.
- 3.2** The Contractor shall be contacted with a phone call when a vacated unit is ready to be cleaned.
- 3.3** The Contractor shall meet with the Maintenance Supervisor, noted in Exhibit 2, to go over the specified work.
- 3.4** The Contractor shall begin work within one day of notification and shall be completed within one (1) day.

3.5 Cleaning of Vacant Units

The Contractor shall thoroughly clean all units interior of cabinets, drawers and closets and the following rooms as follows;

3.5.1 Dining Room / Living Room

- 3.5.1.1** Vacuum and shampoo/steam clean carpet only when requested and approved by the Maintenance Supervisor.

- 3.5.1.2 Clean any louvered vents and filters.
 - 3.5.1.3 Clean light fixtures.
 - 3.5.1.4 Wash glass doors, inside and out, with soap and water.
 - 3.5.1.5 Wash window screens on sliding doors, inside and out, with soap and water.
 - 3.5.1.6 Vacuum and clean door and window tracks.
- 3.5.2 **Bedroom**
- 3.5.2.1 Vacuum and shampoo/steam clean carpet only when requested and approved by the Maintenance Supervisor.
 - 3.5.2.2 Wash windows with soap and water, inside and out, and vacuum tracks.
 - 3.5.2.3 Wash window screens with soap and water.
 - 3.5.2.4 Clean closet floor and shelves.
- 3.5.3 **Bathroom**
- 3.5.3.1 Clean counter top and remove water lime deposits from around fixtures.
 - 3.5.3.2 Clean water fixtures on sinks, in tubs and showers.
 - 3.5.3.3 Clean all shower tiles and tub enclosures and remove water deposits from glass doors.
 - 3.5.3.4 Thoroughly clean and sanitize toilet inside and out with a germicide solution.
 - 3.5.3.5 Clean light fixture, interior of medicine cabinet, drawers and cabinets.
- 3.5.4 **Kitchen**
- 3.5.4.1 Clean stove and oven of all grease and grime including sides, front, burners, control knobs, beneath top cover, broiler, doors and racks, grilles and broiler pan and behind stove.
 - 3.5.4.2 Clean range hood and vent hood filter, notify the Maintenance Supervisor if filter needs replacement.
 - 3.5.4.3 Vacuum exhaust fans.
 - 3.5.4.4 Clean behind refrigerator and stove carefully not to crimp gas line.
 - 3.5.4.5 Clean refrigerator inside and out, including freezer compartment.
 - 3.5.4.6 Clean inside and front of dishwasher, washing machines and dryers, where available.
 - 3.5.4.7 Clean all drawers and cabinets inside and out removing all shelf paper.
 - 3.5.4.8 Clean sinks removing all lime deposits around fixtures and all counter tops.
 - 3.5.4.9 Clean light fixture lens, curtain rods and any other accessories in the room.

3.5.5 Other Miscellaneous cleaning

- 3.5.5.1 Remove all dust above door entries.
- 3.5.5.2 Wipe clean all interior and exterior doors.
- 3.5.5.3 Clean all switch plates, appliance covers and electric light fixture glass.
- 3.5.5.4 Clean all curtain rods and wash vertical blinds with soap and water.
- 3.5.5.5 Wash all windows and glass patio doors both inside and outside of unit with soap and water.
- 3.5.5.6 Clean all screens.
- 3.5.5.7 Sweep unit patio, porch, balcony, laundry room and storage room.

3.5.6 The Contractor shall clean unit flooring as follows;

- 3.5.6.1 Linoleum and tile flooring shall be stripped, apply one layer of wax and buffed.
- 3.5.6.2 Carpeted floors and stairways shall be pre-spotted as necessary to remove stains.
- 3.5.6.3 Carpets shall be vacuumed thoroughly.
- 3.5.6.4 Carpets shall be shampooed, steam cleaned only when requested and approved by the Maintenance Supervisor.

3.6 Other As-Needed Vacant Unit Preparation Services

3.6.1 The Contractor shall provide other as-needed vacant unit preparation services at an hourly rate for all the sites noted in Exhibit 1.

3.6.2 The Contractor shall provide deep cleaning services for kitchens and bathrooms for vacant units as requested by the Maintenance Supervisor.

3.6.3 The Contractor shall provide a second layer of waxing for new linoleum and tile flooring as requested by the Maintenance Supervisor. The charge for the second layer of waxing and buffing will be based on the actual square footage of the area.

3.7 Invoices

3.7.1 The Contractor shall invoice the Housing Authority immediately after services have been rendered.

3.7.2 The Contractor shall invoice in accordance to the fee schedule.

3.7.3 The Contractor shall breakdown the cost for each service performed totaling the amount of the entire invoice.

3.7.4 The Contractor shall include the service date, unit/building address and unit/building number.

3.7.5 The Contractor shall provide one point of contact for all invoicing.

4.0 RESPONSIBILITIES

The Housing Authority and the Contractor's responsibilities are as follows:

Housing Authority

4.1 Personnel

4.1.1 The Housing Authority shall monitor the Contractor's performance in the daily operation of this Contract.

4.1.2 The Housing Authority shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.

4.1.3 The Housing Authority shall prepare amendments to the Contract in accordance with the Contract.

4.1.4 The Housing Authority shall provide access to vacant units.

Contractor

4.2 Project Manager

4.2.1 The Contractor shall provide a full-time Supervisor with 5 years of experience in managing projects of similar size and scope as contained in this Statement of Work.

4.2.2 The Contractor's Supervisor shall act as a central point of contact with the Housing Authority, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.

4.2.3 The Contractor's Supervisor shall be able to effectively communicate, in English, both orally and in writing.

4.3 Personnel

The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must be able to communicate effectively.

4.4 Uniform / Identification

4.4.1 The Contractor's employees assigned to the Contract shall wear an appropriate uniform at all times. The uniform must display the

Contractor's company name. All uniforms, as required and approved by the Housing Authority, will be provided by the Contractor, at the Contractor's expense.

4.4.2 The Contractor's employees must wear visible identification when working under the Contract on Housing Authority property. The identification shall be:

- Housing Authority Visitor ID

4.4.3 The Contractor's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

4.5 Materials and Equipment

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee.

4.6 Training

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

4.7 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

4.8 Periodic Meetings

Contractor is required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty dollars (\$50.00).

5.0 HOURS / DAYS OF WORK

The Housing Authority office hours are from 8:00 a.m. to 5:00 p.m. The Housing Authority offices are closed on the following Holidays:

- New Year's Day

- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

6.0 WORK SCHEDULE

6.1 Regular Service Hours

The Contractor shall perform all regular service hours during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays as noted in Section 5.0 – Hours/Days of Work. All services, performed during regular service hours shall be performed at no additional cost to the Housing Authority.

6.2 After Hours Services

The Contractor shall perform all after hour services during the hours of 5:00 p.m. to 8:00 a.m. After hour services will be charged at an hourly rate. Weekends and holidays are considered after hours.

7.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Housing Authority a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Housing Authority for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor;
 - any corrective action taken,
 - the time a problem was first identified,
 - a clear description of the problem,
 - and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Housing Authority upon request.

8.0 QUALITY ASSURANCE PLAN

The Housing Authority will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

8.1 Performance Requirements Summary (Exhibit 3)

The Housing Authority shall use a Performance Requirements Summary (PRS) chart, Exhibit 3, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the Housing Authority will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Housing Authority. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Housing Authority to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Housing Authority, shall be credited to the Housing Authority on the Contractor's future invoice.

This section does not preclude the Housing Authority's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 13 - Termination for Convenience.

8.2 Periodic Performance Reviews

The Housing Authority will conduct periodic reviews to evaluate the Contractor's performance.

8.3 Contract Deficiency Notice

The Housing Authority will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a 48 hour time period.

If resolution of the deficiency does not result from the verbal notification, the Housing Authority will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Housing Authority within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Housing Authority within ten (10) workdays.

8.4 Housing Authority Observations

In addition to divisional contracting staff, other Housing Authority personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

9.0 ADDITION/DELETION OF SERVICES

The Housing Authority reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Housing Authority and the Contractor.

EXHIBIT 3
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 3.5 Cleaning of Vacant Units	100 % Completion of Required Services	Inspection and Observation	\$50 per occurrence
SOW Section 3.8 Invoices	100 % Completion of Required Services	Inspection and Observation	\$50 per occurrence
SOW Section 4.5 Uniform / Identification	100 % Completion of Required Services	Inspection and Observation	\$50 per occurrence
SOW Section 4.9 Periodic meetings	Contractor attendance	Observation of Attendance	\$50 per occurrence

ATTACHMENT B

FEE SCHEDULE

**FEE SCHEDULE
ON AN AS-NEEDED BASIS
VACANT UNIT PREPARATION SERVICES
FOR
MID-CITY MAINTENANCE SERVICES, INC.**

The Contractor shall provide vacant unit preparation services on an as-needed basis to the Housing Authority in accordance with Attachment A, Statement of Work. In addition, the Contractor shall provide other pest control services on an as-needed basis in Section II.

SECTION I				
ON AN AS-NEEDED UNIT CLEANING SERVICES				
No. of Bedrooms In Unit	Unit Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 1: West County				
0	526	\$400.00	\$0.25	\$0.22
1	538	\$410.00	\$0.22	\$0.25
2	726	\$450.00	\$0.20	\$0.25
3	1175	\$475.00	\$0.20	\$0.25

No. of Bedrooms In Unit	Unit Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 2: North County				
1	550	\$500.00	\$0.20	\$0.25
2	680	\$525.00	\$0.20	\$0.25
3	820	\$540.00	\$0.20	\$0.25

No. of Bedrooms In Unit	Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 3: East County				
1	708	\$400.00	\$0.20	\$0.25
2	787	\$420.00	\$0.20	\$0.25
3	938	\$430.00	\$0.20	\$0.25
4	1026	\$440.00	\$0.20	\$0.25

No. of Bedrooms In Unit	Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 4: Carmelitos				
1	563	\$375.00	\$0.20	\$0.25
2	728	\$400.00	\$0.20	\$0.25
3	880	\$420.00	\$0.20	\$0.25
4	1200	\$440.00	\$0.20	\$0.25

No. of Bedrooms In Unit	Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 5: Harbor Hills				
1	536	\$400.00	\$0.20	\$0.25
2	651	\$420.00	\$0.20	\$0.25
3	688	\$440.00	\$0.20	\$0.25

No. of Bedrooms In Unit	Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 6: South Scattered Sites				
1	437	\$400.00	\$0.20	\$0.25
2	644	\$420.00	\$0.20	\$0.25
3	728	\$450.00	\$0.20	\$0.25
4	788	\$475.00	\$0.20	\$0.25
5	855	\$500.00	\$0.20	\$0.25

SECTION II			
OTHER AS-NEEDED VACANT UNIT PREPARATION SERVICES			
ITEM	DESCRIPTION	HOURLY RATE	PER SQ. FT.
1.	Provide other as-needed vacant unit preparation services during regular hours in accordance with Appendix B, Statement of Work.	\$60.00	
2.	Provide after business hours vacant unit preparation services in accordance with Appendix B, Statement of Work.	\$70.00	
3.	Provide an extra layer of floor waxing.		\$0.15
4.	Provide an extra shampoo/steam clean service.		\$0.10

ATTACHMENT C

REQUIRED CONTRACT FORMS

**COMMUNITY DEVELOPMENT COMMISSION
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name: Mid-City Maintenance Services, Inc.		
Company Address: 4827 South Central Avenue Suite 1106		
City: Los Angeles	State: California	Zip Code: 90011
Telephone Number: 323-610-4427		
Solicitation For (Type of Goods or Services): Janitorial		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☒ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Suzette Waters	Title: Executive Director
Signature: <i>Suzette Waters</i>	Date: April 13, 2016

CHARITABLE CONTRIBUTIONS CERTIFICATION

Mid-City Maintenance Services, Inc.

Company Name
4827 South Central Avenue Suite 1106, Los Angeles, California 90011

Address
800304829

Internal Revenue Service Employer Identification Number
N/A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. (X) ()

OR

YES NO

Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. () ()

Suzette Waters
Signature

April 13, 2016
Date

Suzette Waters, Executive Director
Name and Title (please type or print)

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM
CERTIFICATION OF COMPLIANCE**

Company Name: Mid-City Maintenance Services, Inc.		
Company Address: 4827 South Central Avenue Suite 1106		
City: Los Angeles	State: California	Zip Code: 90011
Telephone Number: 323-610-4427	Email address: midictyinc04@yahoo.com	
Solicitation/Contract For Vacant Unit Preparation Janitorial Services:		

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:
- ☐ Mandated by federal or state law or a condition of federal or state program;
 - ☐ The purchase is made through a state or federal contract;
 - ☐ The purchase is made for equipment or supplies for, or by the National Association of Counties,, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
 - ☐ Sole source provider with exclusive and proprietary rights to services or goods;
 - ☐ Emergency services provider for services or goods;
 - ☐ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
 - ☐ Required to comply with the laws of the United States or California, which are inconsistent with this program.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Suzette Waters	Title: Executive Director
Signature: <i>Suzette Waters</i>	Date: April 13, 2016

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Mid-City Maintenance Services, Inc.

Vendor's Name

4827 South Central Avenue Suite 1106, Los Angeles Ca. 90011

Address

800304829

Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: Suzette Waters

Title: Executive Director

Signature: Suzette Waters

Date: April 13, 2016

**FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION**

Name of Firm: Mid-City Maintenance Services, Inc. Date: April 13, 2016
Address: 4827 South Central Avenue Suite 1106
State: California Zip Code: 90011 Phone No. : 323-610-4427

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Suzette Waters Title: Executive Director
Signature: *Suzette Waters* Date: April 13, 2016

ATTACHMENT D

REQUIRED CONTRACT NOTICES



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.

COUNTY OF LOS ANGELES
DEFAULTED PROPERTY TAX REDUCTION PROGRAM
(Los Angeles County Code 2.206)

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

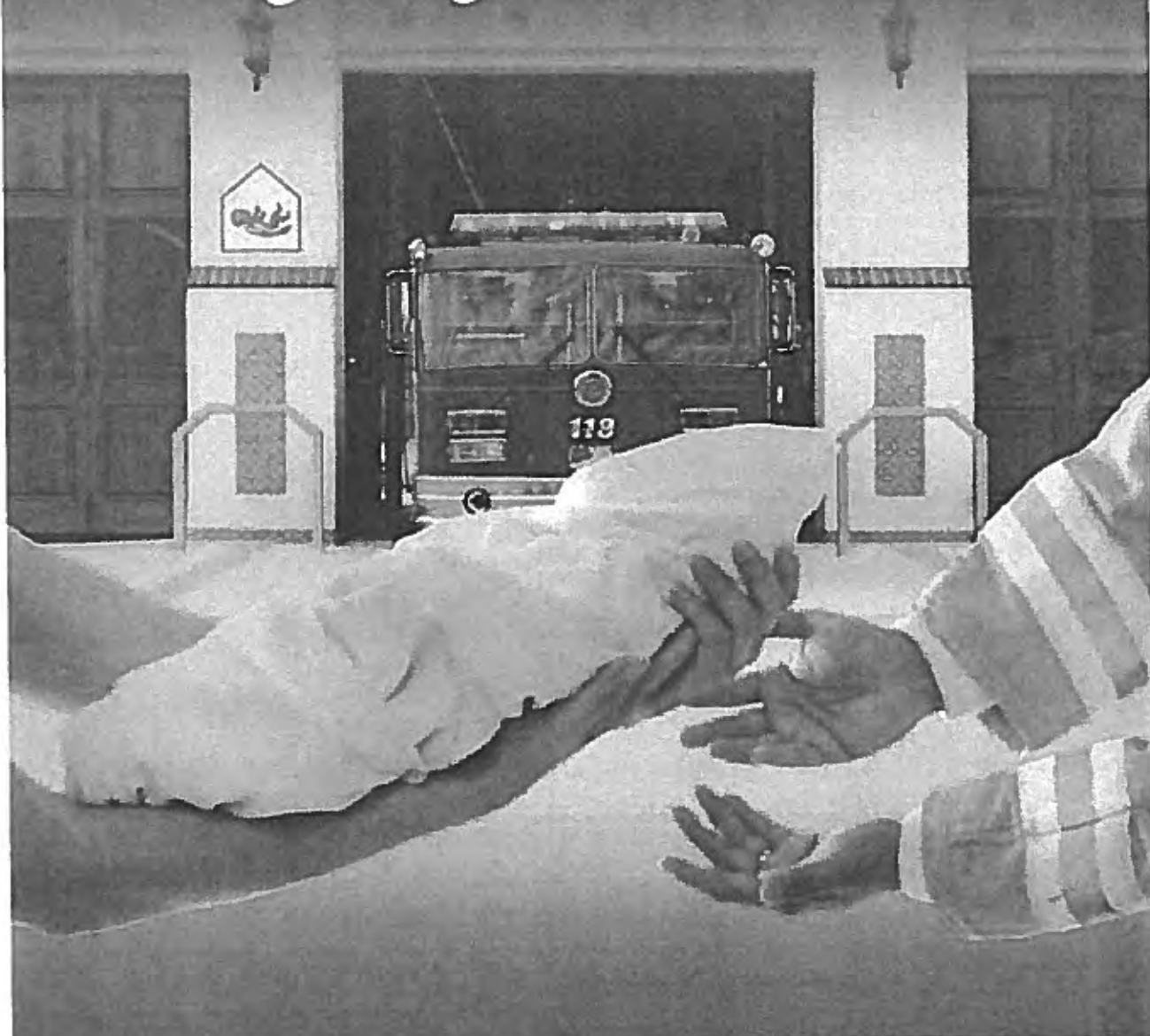
2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe-la.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafe.la.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

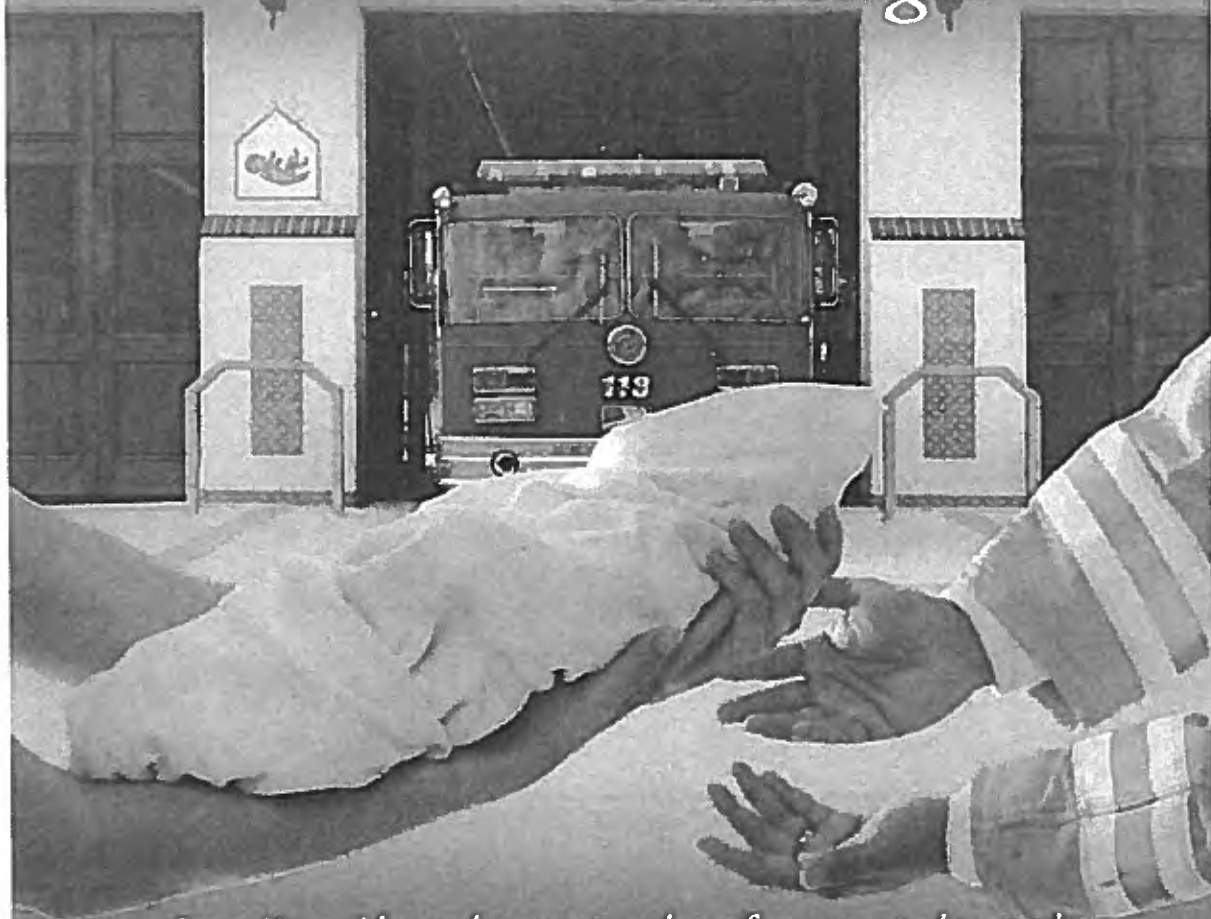
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**CONTRACT
FOR
VACANT UNIT PREPARATION SERVICES**

This Contract is made and entered into this *[day]* day of *[month]*, *[year]*, by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Housing Authority", and MB Painting, hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed vacant unit preparation services. On March 22, 2016, in response to the Housing Authority's Invitation for Bids, the Contractor submitted a bid to furnish the hereinafter-described vacant unit preparation services to the Housing Authority.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence on August 1, 2016 and shall remain in full force and effect for twelve (12) months until July 31, 2017 unless sooner terminated as provided herein. This Contract may be extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Housing Authority.

3. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Housing Authority's Executive Director, all the work described in the attached Statement of Work, Attachment A.

4. COMPENSATION

- A. The Contractor shall submit to the Housing Authority on the 1st day of each month an invoice on a form approved by the Housing Authority for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Housing Authority will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), and the total amount of compensation under this Contract will not exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), which shall include all related expenses. The Contractor is one of a number of contractors sharing the yearly amount of compensation by providing vacant unit preparation services and is not guaranteed

any amount of work under this Contract. The Housing Authority in its sole discretion shall determine and assign work on as needed basis.

- B. The Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system.
- C. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the Housing Authority's express prior written approval.
- D. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Housing Authority at the address herein provided in Section 40, Notices in this Contract.
- E. The Contractor shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Housing Authority's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5. SOURCE AND APPROPRIATION OF FUNDS

The Housing Authority's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Housing Authority will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

6. TERMINATION FOR IMPROPER CONSIDERATION

The Housing Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary,

to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract of the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

7. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Housing Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Housing Authority consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Housing Authority to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Housing Authority's sole discretion, against the claims, which the Contractor may have against the Housing Authority. However, the Housing Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Housing Authority in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Housing Authority's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Housing Authority.

9. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Housing Authority.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Housing Authority.

10. INSURANCE

Without limiting the Contractor's duties to indemnify and defend as provided in this Contract, the Contractor shall procure and maintain, at the Contractor's sole expense, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in A.M. Best's Insurance Guide. The Contractor shall, concurrent with the execution of this Contract, deliver to the Housing Authority certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Contractor shall provide the Housing Authority with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Housing Authority reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Housing Authority and all deductible amounts must be provided in advance to the Housing Authority for its approval. Any self-insurance program and self-insured retention must be separately approved by the Housing Authority. In the event such insurance does provide for deductibles or self-insurance, the Contractor agrees that it will defend, indemnify and hold harmless the Housing Authority, Community Development Commission of the County of Los Angeles ("Commission"), County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they

would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Housing Authority be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Housing Authority immediate notice of any insurance claim or loss which may be covered by insurance. The Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which the Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

MB PAINTING

The insurance policies set forth herein shall be primary insurance and non-contributory with respect to the Housing Authority. The insurance policies shall contain a waiver of subrogation for the benefit of the Housing Authority. Failure on the part of the Contractor, and/or any entities with which the Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Housing Authority's sole discretion, constitute a material breach of this Contract pursuant to which the Housing Authority may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Housing Authority, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Housing Authority shall be immediately repaid by the Contractor to the Housing Authority upon demand including interest thereon at the default rate. In the event of such a breach, the Housing Authority shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. The Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Housing Authority's rights against the Contractor or the insurance carrier.

When the Contractor, or any entity with which the Contractor contracts, is naming the Housing Authority as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in the Housing Authority's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

The following insurance policies shall be maintained by the Contractor and any entity with which the Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for bodily injury, personal injury, property damage, and contractual liability with limits of not less than the following:

General Aggregate \$1,000,000

Products/Completed Operations Aggregate.....	\$1,000,000
Personal and Advertising Injury.....	\$ 500,000
Each Occurrence.....	\$ 500,000

The Housing Authority, Commission, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Public Agencies and their Agents"), shall be named as additional insureds for contractor's work on such policy.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$50,000 thousand for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident.....	\$1,000,000
Disease-policy limit.....	\$1,000,000
Disease-each employee.....	\$1,000,000

The Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the property or project that is the subject of this Contract.

11. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Housing Authority, Commission, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to the Contractor's acts, errors, or omissions, except to the extent caused by the sole negligence or willful misconduct of Housing Authority, Commission, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. The Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Housing Authority, Commission, and County, as applicable to each of them.

12. HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN

The Housing Authority will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Housing Authority determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Housing Authority and Contractor. If improvement does not occur consistent with the corrective measure, the Housing Authority may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Housing Authority in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

13. TERMINATION FOR CONVENIENCE

The Housing Authority reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

14. TERMINATION FOR CAUSE

This Contract may be terminated by the Housing Authority upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Housing Authority upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Housing Authority within the time specified in such notice, the Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of

deficiency thereof in writing will be served upon Contractor by the Housing Authority. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Housing Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Housing Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. CONTRACTOR'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Housing Authority Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Housing Authority's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Housing

Authority under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Housing Authority may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Housing Authority Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Housing Authority's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

18. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Housing Authority and the Contractor.

19. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Housing Authority pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Housing Authority under this Contract.

Professional Conduct: The Housing Authority does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Contractor's employees, agents or subcontractors providing services for the Housing Authority. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-46, inclusive.

23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled,

terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate

action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority, Commission, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Housing Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, recommend that the Contractor be debarred from bidding or proposing on, or being awarded, and/or performing work on Housing Authority contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Housing Authority.
- C. The Housing Authority may recommend that the Board of Commissioners debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Housing Authority, Commission, or County, or a nonprofit corporation created by the Housing Authority, Commission, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Housing Authority, Commission, or County or any other public entity, or a nonprofit corporation created by the Housing Authority, Commission, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Housing Authority, Commission, County, or any other public entity.

- D. If there is evidence that the Contractor may be subject to debarment, the Housing Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Housing Authority may, in its discretion, recommend that the Board of Commissioners reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Housing Authority.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate

the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Housing Authority, or Commission contractors, consultants, vendors and operating agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the Contractor has demonstrated to the Housing Authority satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Housing Authority, Commission, or County or a subcontract with a Housing Authority, Commission, or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Housing Authority, Commission, or County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Housing Authority or County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Housing Authority under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Housing Authority if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program.

The Housing Authority may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Housing Authority's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Housing Authority may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Housing Authority, Housing Authority, or County contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Housing Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Housing Authority pays final payment and other pending matters are closed under this Contract.

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Housing Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Housing Authority any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Housing Authority will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

39. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Housing Authority and the Housing Authority holds all the rights to said data.

40. NOTICES

The Housing Authority shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Housing Authority has actual knowledge of such injury or damage. Housing Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Housing Authority: Maria Badrakhan, Director
Housing Management Division
Housing Authority of the
County of Los Angeles
700 W. Main Street
Alhambra, CA 91801

The Contractor: Mario Clemente, Owner
MB Painting
7080 El Verano Drive
Buena Park, CA 90620

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Housing Authority may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR'S ACKNOWLEDGMENT OF HOUSING AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Housing Authority's policy to encourage all Housing Authority Contractors to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Housing Authority seeks to ensure that all Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

44. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S

DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Housing Authority under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Housing Authority may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

45. AUTHORIZATION WARRANTY

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

46. CONTRACTOR'S COMPLIANCE WITH THE HOUSING AUTHORITY'S SMOKE FREE POLICY AT ALL HOUSING DEVELOPMENT PROPERTIES

The Contractor represents that it will comply with the Housing Authority's policy strictly prohibiting smoking on all Housing Authority housing development properties, except at the South Bay Gardens Senior Housing Development located at 230 E. 130th Street, Los Angeles, CA 90061, where smoking is permitted only in a specified open area that is at least 20 feet away from a Housing Authority building and is clearly labeled as a "Smoking Designated Area." The Contractor acknowledges and understands that the Housing Authority's smoke free policy applies to all residents, guests, visitors, vendors, contractors, and staff.

47. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

48. ENTIRE CONTRACT

This Contract with Attachments A through D constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices

/

SIGNATURES

IN WITNESS WHEREOF, the Housing Authority and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

MB PAINTING

By _____
Sean Rogan
Executive Director

By _____
Mario Clemente
Owner

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

APPROVED AS TO PROGRAM:
HOUSING MANAGEMENT DIVISION

By _____
Nancy M. Takade
Principal Deputy County Counsel

By _____
Maria Badrakhan
Director

ATTACHMENT A

STATEMENT OF WORK

APPENDIX B STATEMENT OF WORK VACANT UNIT PREPARATION SERVICES

1.0 SCOPE OF WORK

The Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing agency. The Housing Authority helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Housing Authority maintains many administrative buildings and 68 housing developments that include over 3,229 residential units within the County of Los Angeles.

2.0 GENERAL REQUIREMENTS

- 2.1** The Contractor shall have a Supervisor assigned to the Contract with 5 years of experience to serve as a direct liaison with the Housing Authority.
- 2.2** The Contractor shall be the sole provider of all the work outlined in the Statement of Work.
- 2.3** The Contractor shall charge for services rendered in accordance to the fee schedule.

3.0 SPECIFIC WORK REQUIREMENTS

- 3.1** The Contractor shall provide vacant unit preparation services on an as-needed basis at all Housing Authority locations noted in Exhibit 1.
- 3.2** The Contractor shall be contacted with a phone call when a vacated unit is ready to be cleaned.
- 3.3** The Contractor shall meet with the Maintenance Supervisor, noted in Exhibit 2, to go over the specified work.
- 3.4** The Contractor shall begin work within one day of notification and shall be completed within one (1) day.

3.5 Cleaning of Vacant Units

The Contractor shall thoroughly clean all units interior of cabinets, drawers and closets and the following rooms as follows;

3.5.1 Dining Room / Living Room

- 3.5.1.1** Vacuum and shampoo/steam clean carpet only when requested and approved by the Maintenance Supervisor.

- 3.5.1.2 Clean any louvered vents and filters.
- 3.5.1.3 Clean light fixtures.
- 3.5.1.4 Wash glass doors, inside and out, with soap and water.
- 3.5.1.5 Wash window screens on sliding doors, inside and out, with soap and water.
- 3.5.1.6 Vacuum and clean door and window tracks.

3.5.2 Bedroom

- 3.5.2.1 Vacuum and shampoo/steam clean carpet only when requested and approved by the Maintenance Supervisor.
- 3.5.2.2 Wash windows with soap and water, inside and out, and vacuum tracks.
- 3.5.2.3 Wash window screens with soap and water.
- 3.5.2.4 Clean closet floor and shelves.

3.5.3 Bathroom

- 3.5.3.1 Clean counter top and remove water lime deposits from around fixtures.
- 3.5.3.2 Clean water fixtures on sinks, in tubs and showers.
- 3.5.3.3 Clean all shower tiles and tub enclosures and remove water deposits from glass doors.
- 3.5.3.4 Thoroughly clean and sanitize toilet inside and out with a germicide solution.
- 3.5.3.5 Clean light fixture, interior of medicine cabinet, drawers and cabinets.

3.5.4 Kitchen

- 3.5.4.1 Clean stove and oven of all grease and grime including sides, front, burners, control knobs, beneath top cover, broiler, doors and racks, grilles and broiler pan and behind stove.
- 3.5.4.2 Clean range hood and vent hood filter, notify the Maintenance Supervisor if filter needs replacement.
- 3.5.4.3 Vacuum exhaust fans.
- 3.5.4.4 Clean behind refrigerator and stove carefully not to crimp gas line.
- 3.5.4.5 Clean refrigerator inside and out, including freezer compartment.
- 3.5.4.6 Clean inside and front of dishwasher, washing machines and dryers, where available.
- 3.5.4.7 Clean all drawers and cabinets inside and out removing all shelf paper.
- 3.5.4.8 Clean sinks removing all lime deposits around fixtures and all counter tops.
- 3.5.4.9 Clean light fixture lens, curtain rods and any other accessories in the room.

3.5.5 Other Miscellaneous cleaning

- 3.5.5.1 Remove all dust above door entries.
- 3.5.5.2 Wipe clean all interior and exterior doors.
- 3.5.5.3 Clean all switch plates, appliance covers and electric light fixture glass.
- 3.5.5.4 Clean all curtain rods and wash vertical blinds with soap and water.
- 3.5.5.5 Wash all windows and glass patio doors both inside and outside of unit with soap and water.
- 3.5.5.6 Clean all screens.
- 3.5.5.7 Sweep unit patio, porch, balcony, laundry room and storage room.

3.5.6 The Contractor shall clean unit flooring as follows;

- 3.5.6.1 Linoleum and tile flooring shall be stripped, apply one layer of wax and buffed.
- 3.5.6.2 Carpeted floors and stairways shall be pre-spotted as necessary to remove stains.
- 3.5.6.3 Carpets shall be vacuumed thoroughly.
- 3.5.6.4 Carpets shall be shampooed, steam cleaned only when requested and approved by the Maintenance Supervisor.

3.6 Other As-Needed Vacant Unit Preparation Services

- 3.6.1 The Contractor shall provide other as-needed vacant unit preparation services at an hourly rate for all the sites noted in Exhibit 1.
- 3.6.2 The Contractor shall provide deep cleaning services for kitchens and bathrooms for vacant units as requested by the Maintenance Supervisor.
- 3.6.3 The Contractor shall provide a second layer of waxing for new linoleum and tile flooring as requested by the Maintenance Supervisor. The charge for the second layer of waxing and buffing will be based on the actual square footage of the area.

3.7 Invoices

- 3.7.1 The Contractor shall invoice the Housing Authority immediately after services have been rendered.
- 3.7.2 The Contractor shall invoice in accordance to the fee schedule.
- 3.7.3 The Contractor shall breakdown the cost for each service performed totaling the amount of the entire invoice.

3.7.4 The Contractor shall include the service date, unit/building address and unit/building number.

3.7.5 The Contractor shall provide one point of contact for all invoicing.

4.0 RESPONSIBILITIES

The Housing Authority and the Contractor's responsibilities are as follows:

Housing Authority

4.1 Personnel

4.1.1 The Housing Authority shall monitor the Contractor's performance in the daily operation of this Contract.

4.1.2 The Housing Authority shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.

4.1.3 The Housing Authority shall prepare amendments to the Contract in accordance with the Contract.

4.1.4 The Housing Authority shall provide access to vacant units.

Contractor

4.2 Project Manager

4.2.1 The Contractor shall provide a full-time Supervisor with 5 years of experience in managing projects of similar size and scope as contained in this Statement of Work.

4.2.2 The Contractor's Supervisor shall act as a central point of contact with the Housing Authority, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.

4.2.3 The Contractor's Supervisor shall be able to effectively communicate, in English, both orally and in writing.

4.3 Personnel

The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must be able to communicate effectively.

4.4 Uniform / Identification

4.4.1 The Contractor's employees assigned to the Contract shall wear an appropriate uniform at all times. The uniform must display the

Contractor's company name. All uniforms, as required and approved by the Housing Authority, will be provided by the Contractor, at the Contractor's expense.

4.4.2 The Contractor's employees must wear visible identification when working under the Contract on Housing Authority property. The identification shall be:

- Housing Authority Visitor ID

4.4.3 The Contractor's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

4.5 Materials and Equipment

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee.

4.6 Training

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

4.7 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

4.8 Periodic Meetings

Contractor is required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty dollars (\$50.00).

5.0 HOURS / DAYS OF WORK

The Housing Authority office hours are from 8:00 a.m. to 5:00 p.m. The Housing Authority offices are closed on the following Holidays:

- New Year's Day

- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

6.0 WORK SCHEDULE

6.1 Regular Service Hours

The Contractor shall perform all regular service hours during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays as noted in Section 5.0 – Hours/Days of Work. All services, performed during regular service hours shall be performed at no additional cost to the Housing Authority.

6.2 After Hours Services

The Contractor shall perform all after hour services during the hours of 5:00 p.m. to 8:00 a.m. After hour services will be charged at an hourly rate. Weekends and holidays are considered after hours.

7.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Housing Authority a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Housing Authority for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor;
 - any corrective action taken,
 - the time a problem was first identified,
 - a clear description of the problem,
 - and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Housing Authority upon request.

8.0 QUALITY ASSURANCE PLAN

The Housing Authority will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

8.1 Performance Requirements Summary (Exhibit 3)

The Housing Authority shall use a Performance Requirements Summary (PRS) chart, Exhibit 3, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the Housing Authority will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Housing Authority. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Housing Authority to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Housing Authority, shall be credited to the Housing Authority on the Contractor's future invoice.

This section does not preclude the Housing Authority's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 13 - Termination for Convenience.

8.2 Periodic Performance Reviews

The Housing Authority will conduct periodic reviews to evaluate the Contractor's performance.

8.3 Contract Deficiency Notice

The Housing Authority will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a 48 hour time period.

If resolution of the deficiency does not result from the verbal notification, the Housing Authority will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Housing Authority within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Housing Authority within ten (10) workdays.

8.4 Housing Authority Observations

In addition to divisional contracting staff, other Housing Authority personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

9.0 ADDITION/DELETION OF SERVICES

The Housing Authority reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Housing Authority and the Contractor.

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4, OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
West County Locations	Square footage			526	538	726	1175	n/a	n/a
Kings Road Apartments 800-801 N. Kings Rd. W. Hollywood, CA 90069	106	0	106	0	101	5	0	0	0
Westknoll Apartments 838 N. Westknoll Dr. W. Hollywood, CA 90069	134	0	134	122	12	0	0	0	0
Palm Ave. Apartments 959 N. Palm Avenue W. Hollywood, CA 90069	127	0	127	115	12	0	0	0	0
Santa Monica (9 th St.) 1855 9th Street Santa Monica, CA 90404	0	11	11	0	0	8	3	0	0
Santa Monica (14 th St.) 1450 14th Street Santa Monica, CA 90404	0	19	19	0	0	13	6	0	0
Santa Monica (20 th St.) 2006 20th Street Santa Monica, CA 90404	0	11	11	0	0	8	3	0	0

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4, OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			526	538	726	1175	n/a	n/a
West County Locations									
Ocean Park 175 Ocean Park Blvd. Santa Monica, CA 90405	10	12	22	0	8	11	3	0	0
Monica Manor 1901-1909 11th Street Santa Monica, CA 90405	0	19	19	0	0	19	0	0	0
Marina Manor I 3401 Via Dolce Marina Del Rey, CA 90292	112	0	112	0	108	4	0	0	0
Marina Manor II 3405 Via Dolce Marina Del Rey, CA 90292	71	0	71	0	68	3	0	0	0
WEST COUNTY SUB-TOTAL	560	72	632	237	309	71	15	0	0

STATEMENT OF WORK EXHIBIT 1

Exhibit 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 or 5 BEDROOMS						
	Senior	Family	TOTAL	0	1	2	3	4	5	
	Square footage			n/a	550	680	820	n/a	n/a	
North County Locations										
Orchard Arms 23520 Wiley Canyon Road Valencia, CA 91355	183	0	183	0	182	1	0	0	0	
Foothill Villa 2423 Foothill Blvd. La Crescenta, CA 91214	62	0	62	0	61	1	0	0	0	
Quartz Hill I 5028 West Ave. L-12 Quartz Hill, CA 95971	0	20	20	0	0	14	6	0	0	
Quartz Hill II 42051 51st Street Quartz Hill, CA 95971	0	20	20	0	0	14	6	0	0	
Lancaster Homes 711-737 W. Jackman St. Lancaster, CA 93534	120	0	120	0	108	12	0	0	0	
NORTH COUNTY SUB-TOTAL	365	40	405	0	351	42	12	0	0	

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 or 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	708	787	938	1026	n/a
East County Locations									
Nueva Maravilla 4919 E. Cesar Chavez Av. Los Angeles, CA 90022	150	354	504	0	150	120	178	56	0
Arizona/Olympic 1100 S. Arizona Los Angeles, CA 90022	0	18	18	0	0	0	10	8	0
Whittier Manor 11527 Slauson Avenue Whittier, CA 90606	49	0	49	0	46	3	0	0	0
Herbert Avenue 133 Herbert Avenue Los Angeles, CA 90022	46	0	46	0	45	1	0	0	0
Francisquito Villa 14622 Francisquito La Puente, CA 91746	89	0	89	0	88	1	0	0	0
Carmelita Avenue 354-356 Carmelita Los Angeles, CA 90063	2	0	2	0	2	0	0	0	0
McBride Avenue 1229 S. McBride Avenue Los Angeles, CA 90023	1	3	4	0	1	3	0	0	0
Williamson Avenue 706-8 Williamson Los Angeles, CA 90022	0	4	4	0	0	4	0	0	0
Triggs Street 4432-34 1/2 Triggs Street Los Angeles, CA 90023	2	2	4	0	2	2	0	0	0

Exhibit 1 - 4

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 or 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
East County Locations	<i>Square footage</i>			<i>n/a</i>	<i>708</i>	<i>787</i>	<i>938</i>	<i>1026</i>	<i>n/a</i>
Simmons Avenue 927 S. Simmons Avenue Los Angeles, CA 90022	3	1	4	0	3	1	0	0	0
4th & Mednik 341 S. Mednik Avenue Los Angeles, CA 90022	0	2	2	0	0	2	0	0	0
Sundance Vista 10850 Laurel Ave. Whittier, CA 90606	0	41	41	0	0	0	28	13	0
EAST COUNTY SUB-TOTAL	342	425	767	0	337	137	216	77	0

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	583	726	880	1200	n/a
Carmelitos Areas									
Carmelitos 1000 Via Wanda Long Beach, CA 90805	155	558	713	0	235	342	87	49	0
CARMELITOS AREAS SUB-TOTAL	155	558	713	0	235	342	87	49	0

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	536	651	688	n/a	n/a
Harbor Hills Areas									
Harbor Hills 26607 S. Western Avenue Lomita, CA 90717	0	301	301	0	80	144	77	0	0
HARBOR HILLS AREAS SUB-TOTAL	0	301	301	0	80	144	77	0	0

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS				
	Senior	Family	TOTAL	0	1	2	3	4
	Square footage			n/a	437	644	728	788
South Scattered Sites								855
South L. A. County Maintenance Office 12721 S. Central Avenue Los Angeles, CA 90059	0	0	0	0	0	0	0	0
South Bay Gardens 230 E. 130th Street Los Angeles, CA 90061	100	0	100	0	94	6	0	0
Century Wilton 2050 Century Blvd. Los Angeles, CA 90047	0	40	40	0	8	32	0	0
Woodcrest I & II 1239-45 W. 109th Street Los Angeles, CA 90044	0	20	20	0	0	14	6	0
West 107th Street 1320 W. 107th Street Los Angeles, CA 90044	0	18	18	0	0	2	9	7
Imperial Heights I & II 1221/1309 W. Imperial Hwy Los Angeles, CA 90044	0	9	9	0	0	0	6	3
West 105th Street 1336-1340 W. 105th Street Los Angeles, CA 90044	0	9	9	0	0	0	7	2
West 106th Street 1057 W. 106th Street Los Angeles, CA 90044	0	4	4	0	0	0	3	1

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	497	644	728	788	855
South Scattered Sites									
West 106th Street 1100-1104 W. 106th Street Los Angeles, CA 90044	0	20	20	0	1	19	0	0	0
West 106th Street 1334-38 W. 106th Street Los Angeles, CA 90044	0	4	4	0	0	0	1	3	0
Normandie Apartments 11431-63 S. Normandie Los Angeles, CA 90044	0	28	28	0	0	28	0	0	0
West 90th Street 1115-16 W. 90th Street Los Angeles, CA 90044	0	18	18	0	0	18	0	0	0
West 91st Street 1101-09 W. 91st Street Los Angeles, CA 90044	0	16	16	0	0	16	0	0	0
East 119th Street 1232-34 East 119th Street Los Angeles, CA 90059	0	2	2	0	0	2	0	0	0
East 61st Street 1229-35 East 61st Street Los Angeles, CA 90001	0	6	6	0	0	6	0	0	0
West 90th Street 1027-33 W. 90th Street Los Angeles, CA 90022	0	6	6	0	0	0	3	3	0
92nd Street & Bandera ST. 9104-18 S. Bandera Los Angeles, CA 90002	0	8	8	0	0	0	5	3	0

Exhibit 1 - 8

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	437	644	728	788	855
South Scattered Sites									
East 83rd Street 1535-37 E. 83rd Street Los Angeles, CA 90002	0	2	2	0	0	0	2	0	0
East 87th Street 1615-17 E. 87th Street Los Angeles, CA 90002	0	4	4	0	0	0	4	0	0
88th Street & Beach St. 8739 Beach Street Los Angeles, CA 90002	0	4	4	0	0	0	4	0	0
Addington 4212-4220 Addington St. Compton, CA 90221	0	3	3	0	0	0	2	1	0
Budlong I 9410-9412 1/2 S. Budlong Los Angeles, CA 90044	0	4	4	0	0	0	3	1	0
Budlong II 11126 Budlong Los Angeles, CA 90044	0	3	3	0	0	0	3	0	0
West 95th Street 1324 W. 95th Street Los Angeles, CA 90044	0	4	4	0	0	0	3	1	0
West 94th Street 1035-37 1/2 W. 94th St. Los Angeles, CA 90044	0	4	4	0	0	0	1	1	2
Firmona 11117-19 Firmona Inglewood, CA 90304	0	2	2	0	1	1	0	0	0

Exhibit 1 - 9

8.01.16

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	437	644	728	788	855
South Scattered Sites									
Linsley 4621-25 Linsley St. Compton, CA 90221	0	2	2	0	0	2	0	0	0
El Segundo I 1928/37/49 E. El Segundo Compton, CA 90022	0	30	30	0	12	12	6	0	0
El Segundo II 2440-45 E. El Segundo Compton, CA 90222	0	18	18	0	0	0	11	7	0
Athens III 1120 W. 107 th . St. 1310 W. 110 th St. 11104 S. Normandie Ave. Los Angeles, CA 90044	0	10	10	0	0	0	4	6	0
Budlong Crest 11248 S. Budlong Los Angeles, CA 90044	0	6	6	0	0	0	6	0	0
Jarvis Avenue 12920 Jarvis Ave. Los Angeles, CA 90061	0	1	1	0	0	0	0	1	0
East 84th Street 1527 E. 84 th St. Los Angeles, CA 90001	0	4	4	0	0	4	0	0	0
SOUTH SCATTERED SITES SUB-TOTAL	100	309	409	0	116	162	89	40	2

STATEMENT OF WORK EXHIBIT 1

	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4, OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
HOUSING DEVELOPMENT UNITS GRAND TOTAL	1522	1705	3227	237	1428	1427	898	496	2

EXHIBIT 2 **HOUSING DEVELOPMENT SITE CONTACT INFORMATION**

Maintenance Supervisor	Contact Number	Maintenance Operations Coordinator	Contact Number
NO. 1: CARMELITOS			
Ken Johnson 1000 Via Wanda Long Beach, CA 90805	Office: (562) 637-7407 Cell: (310) 261-2195 Ken.johnson@hacola.org	Adele Halsey	(562) 637-7408 Adele.halsey@hacola.org
NO. 2: HARBOR HILLS			
Jose Macias 26607 South Western Avenue Lomita, CA 90717	Office: (310) 534-6846 Cell: (323) 855-2981 Jose.macias@hacola.org	Elizabeth Cortez	(310) 602-4753 Elizabeth.cortez@hacola.org
NO. 3: EAST COUNTY			
Keith Crossley 4919 East Cesar E Chavez Avenue Los Angeles, CA 90022	Office: (323) 260-2187 Cell: (562) 577-0703 Keith.crossley@hacola.org	Reyna Sotelo	(323) 260-2185 Reyna.sotelo@hacola.org
NO. 4: WEST COUNTY			
Richard Bosek 800 North Kings Road West Hollywood, CA 90069	Office: (323) 653-5674 Cell: (661) 510-2496 Richard.bosek@hacola.org	Maria Garcia	(323) 653-5174 Maria.garcia@hacola.org
NO. 7: NORTH COUNTY			
Melvin Batrezchavez 23520 Wiley Canyon Road Valencia, CA 91355	Office: (661) 255-0947 Cell: (661) 510-1788 Melvin.batrezchavez@hacola.org	Remoosh Minassian	(661) 600-0990 Remoosh.minassian@hacola.org
NO. 8: SOUTH SCATTERED SITES			
Gabriel Rodriguez 12721 Central Avenue Los Angeles, CA 90059	Office: (323) 357-3154 Cell: (310) 405-5258 Gabriel.rodriguez@hacola.org	Veronica Lopez	(323) 357-3152 Veronica.lopez@hacola.org

EXHIBIT 3
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 3.5 Cleaning of Vacant Units	100 % Completion of Required Services	Inspection and Observation	\$50 per occurrence
SOW Section 3.8 Invoices	100 % Completion of Required Services	Inspection and Observation	\$50 per occurrence
SOW Section 4.5 Uniform / Identification	100 % Completion of Required Services	Inspection and Observation	\$50 per occurrence
SOW Section 4.9 Periodic meetings	Contractor attendance	Observation of Attendance	\$50 per occurrence

ATTACHMENT B

FEE SCHEDULE

**FEE SCHEDULE
ON AN AS-NEEDED BASIS
VACANT UNIT PREPARATION SERVICES
FOR
MB PAINTING**

The Contractor shall provide vacant unit preparation services on an as-needed basis to the Housing Authority in accordance with Attachment A, Statement of Work. In addition, the Contractor shall provide other pest control services on an as-needed basis in Section II.

SECTION I				
ON AN AS-NEEDED UNIT CLEANING SERVICES				
No. of Bedrooms In Unit	Unit Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 1: West County				
0	526	\$347.25	\$0.08	\$0.08
1	538	\$375.25	\$0.09	\$0.09
2	726	\$384.25	\$0.09	\$0.09
3	1175	\$412.75	\$0.10	\$0.10

No. of Bedrooms In Unit	Unit Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 2: North County				
1	550	\$510.00	\$0.08	\$0.08
2	680	\$590.00	\$0.08	\$0.08
3	820	\$630.00	\$0.09	\$0.09

No. of Bedrooms In Unit	Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 3: East County				
1	708	\$352.75	\$0.08	\$0.08
2	787	\$402.62	\$0.08	\$0.08
3	938	\$431.75	\$0.08	\$0.08
4	1026	\$472.75	\$0.08	\$0.08

No. of Bedrooms In Unit	Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 4: Carmelitos				
1	563	\$315.25	\$0.09	\$0.09
2	728	\$344.00	\$0.09	\$0.09
3	880	\$367.25	\$0.09	\$0.09
4	1200	\$449.00	\$0.09	\$0.09

No. of Bedrooms In Unit	Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 5: Harbor Hills				
1	536	\$358.50	\$0.10	\$0.10
2	651	\$417.80	\$0.10	\$0.10
3	688	\$462.75	\$0.11	\$0.11

No. of Bedrooms in Unit	Average Square Footage	Unit Gleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VGT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 6: South Scattered Sites				
1	437	\$370.25	\$0.12	\$0.12
2	644	\$384.00	\$0.10	\$0.10
3	728	\$428.00	\$0.10	\$0.10
4	788	\$447.75	\$0.11	\$0.11
5	855	\$481.75	\$0.11	\$0.11

SECTION II			
OTHER AS-NEEDED VACANT UNIT PREPARATION SERVICES			
ITEM	DESCRIPTION	HOURLY RATE	PER SQ. FT.
1.	Provide other as-needed vacant unit preparation services during regular hours in accordance with Appendix B, Statement of Work.	\$115.00	
2.	Provide after business hours vacant unit preparation services in accordance with Appendix B, Statement of Work.	\$130.00	
3.	Provide an extra layer of floor waxing.		\$0.40
4.	Provide an extra shampoo/steam clean service.		\$0.40

ATTACHMENT C

**REQUIRED CONTRACT
FORMS**

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM
CERTIFICATION OF COMPLIANCE**

Company Name: <u>MB Painting</u>		
Company Address: <u>7080 El Verano Dr Buena Park, Ca</u>		
City: <u>Buena Park</u>	State: <u>Ca</u>	Zip Code: <u>90620</u>
Telephone Number: <u>(714) 356-425</u>		Email address: <u>mbpainting1956@gmail.com</u>
Solicitation/Contract For <u>IFB NO. CDL16-026</u>		Services: <u>Cleaning Services</u>

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:

- ☐ Mandated by federal or state law or a condition of federal or state program;
- ☐ The purchase is made through a state or federal contract;
- ☐ The purchase is made for equipment or supplies for, or by the National Association of Counties,, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
- ☐ Sole source provider with exclusive and proprietary rights to services or goods;
- ☐ Emergency services provider for services or goods;
- ☐ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
- ☐ Required to comply with the laws of the United States or California, which are inconsistent with this program.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>Mario Clemente</u>	Title: <u>Owner</u>
Signature: <u>Mario Clemente</u>	Date: <u>4/11/16</u>

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

MB Painting

Vendor's Name

7080 El Verano Dr Buena Park, Ca 90620

Address

26-0729697

Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: Mario Clemente Title: Owner

Signature: Mario Clemente Date: 4/11/16

**FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION**

Name of Firm: MB Painting Date: 4/11/16
Address: 7080 El Verano Dr.
State: Ca Zip Code: 90620 Phone No.: (714) 356-1425

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Marid Clemente Title: Owner
Signature: Marid Clemente Date: 4/11/16

**COMMUNITY DEVELOPMENT COMMISSION
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name: <u>MB Painting</u>			
Company Address: <u>7080 El Verano Dr</u>			
City: <u>Buena Park</u>	State: <u>Ca</u>	Zip Code: <u>90620</u>	
Telephone Number: <u>(714) 356-1425</u>			
Solicitation For (Type of Goods or Services): <u>Cleaning Services</u>			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is . \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>Mario Clemente</u>	Title: <u>Owner</u>
Signature: <u>Mario Clemente</u>	Date: <u>4/11/16</u>

CHARITABLE CONTRIBUTIONS CERTIFICATION

MB Painting
Company Name
7080 El Verano Dr Buenn Park, Ca 90620
Address
26-0729697
Internal Revenue Service Employer Identification Number
n/a
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(☒) ()

OR

YES NO

Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

() ()

Mario Clemente
Signature
4/11/16
Date
Mario Clemente (owner)
Name and Title (please type or print)

ATTACHMENT D

REQUIRED CONTRACT
NOTICES



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.

**COUNTY OF LOS ANGELES
DEFAULTED PROPERTY TAX REDUCTION PROGRAM
(Los Angeles County Code 2.206)**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-8723

www.babysafea.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

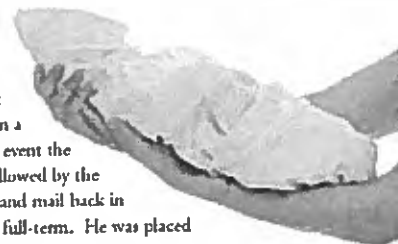
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

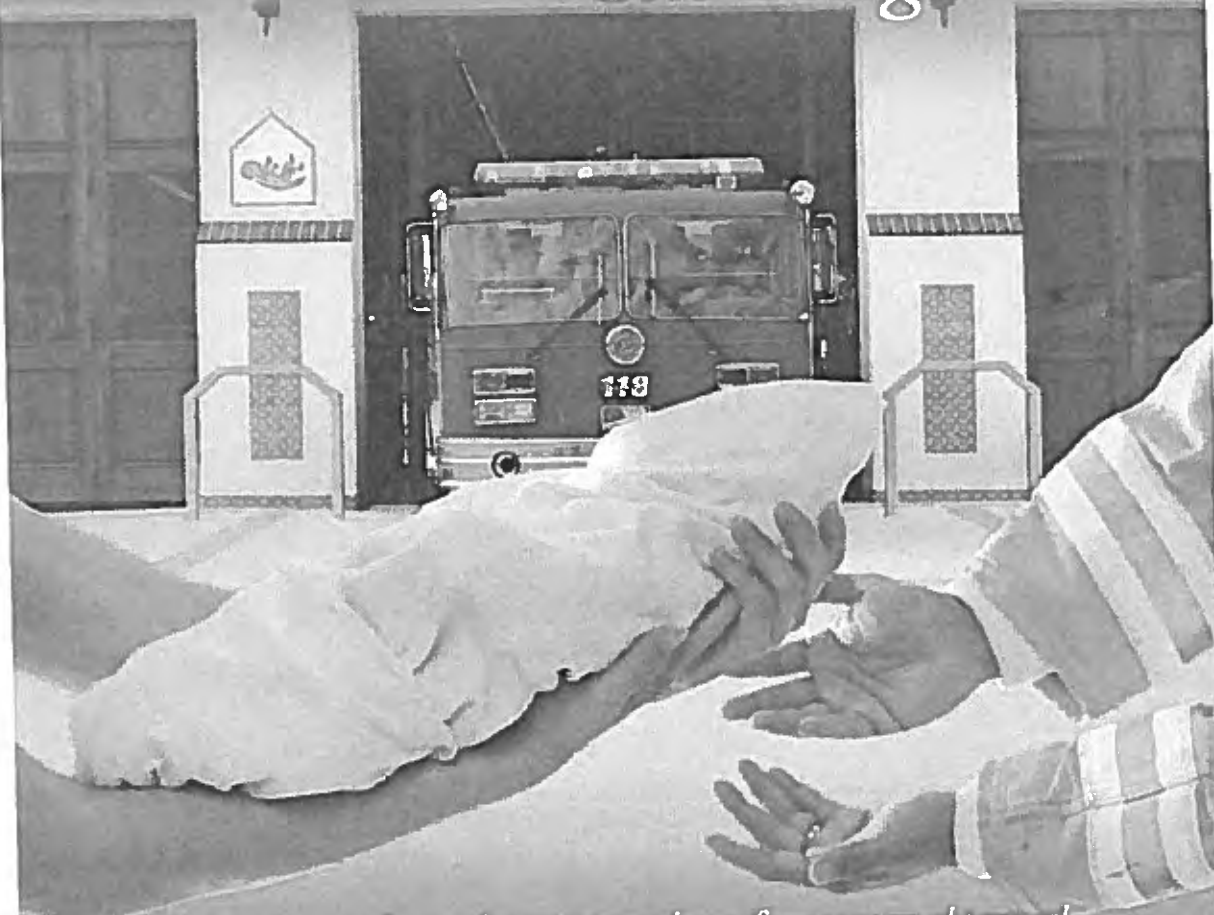
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafeia.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**CONTRACT
FOR
VACANT UNIT PREPARATION SERVICES**

This Contract is made and entered into this *[day]* day of *[month]*, *[year]*, by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Housing Authority", and Coast 2 Coast Preservation, Inc., hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed vacant unit preparation services. On March 22, 2016, in response to the Housing Authority's Invitation for Bids, the Contractor submitted a bid to furnish the hereinafter-described vacant unit preparation services to the Housing Authority.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence on August 1, 2016 and shall remain in full force and effect for twelve (12) months until July 31, 2017 unless sooner terminated as provided herein. This Contract may be extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Housing Authority.

3. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Housing Authority's Executive Director, all the work described in the attached Statement of Work, Attachment A.

4. COMPENSATION

A. The Contractor shall submit to the Housing Authority on the 1st day of each month an invoice on a form approved by the Housing Authority for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Housing Authority will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), and the total amount of compensation under this Contract will not exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), which shall include all related expenses. The Contractor is one of a number of contractors sharing the yearly amount of compensation by providing vacant unit preparation services and is not guaranteed

any amount of work under this Contract. The Housing Authority in its sole discretion shall determine and assign work on as needed basis.

- B. The Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system.
- C. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the Housing Authority's express prior written approval.
- D. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Housing Authority at the address herein provided in Section 40, Notices in this Contract.
- E. The Contractor shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Housing Authority's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5. SOURCE AND APPROPRIATION OF FUNDS

The Housing Authority's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Housing Authority will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

6. TERMINATION FOR IMPROPER CONSIDERATION

The Housing Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary,

to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract of the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

7. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Housing Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Housing Authority consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Housing Authority to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Housing Authority's sole discretion, against the claims, which the Contractor may have against the Housing Authority. However, the Housing Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Housing Authority in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Housing Authority's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Housing Authority.

9. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Housing Authority.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Housing Authority.

10. INSURANCE

Without limiting the Contractor's duties to indemnify and defend as provided in this Contract, the Contractor shall procure and maintain, at the Contractor's sole expense, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in A.M. Best's Insurance Guide. The Contractor shall, concurrent with the execution of this Contract, deliver to the Housing Authority certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Contractor shall provide the Housing Authority with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Housing Authority reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Housing Authority and all deductible amounts must be provided in advance to the Housing Authority for its approval. Any self-insurance program and self-insured retention must be separately approved by the Housing Authority. In the event such insurance does provide for deductibles or self-insurance, the Contractor agrees that it will defend, indemnify and hold harmless the Housing Authority, Community Development Commission of the County of Los Angeles ("Commission"), County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they

would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Housing Authority be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Housing Authority immediate notice of any insurance claim or loss which may be covered by insurance. The Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which the Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

COAST 2 COAST PRESERVATION, INC.

The insurance policies set forth herein shall be primary insurance and non-contributory with respect to the Housing Authority. The insurance policies shall contain a waiver of subrogation for the benefit of the Housing Authority. Failure on the part of the Contractor, and/or any entities with which the Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Housing Authority's sole discretion, constitute a material breach of this Contract pursuant to which the Housing Authority may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Housing Authority, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Housing Authority shall be immediately repaid by the Contractor to the Housing Authority upon demand including interest thereon at the default rate. In the event of such a breach, the Housing Authority shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. The Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Housing Authority's rights against the Contractor or the insurance carrier.

When the Contractor, or any entity with which the Contractor contracts, is naming the Housing Authority as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in the Housing Authority's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

The following insurance policies shall be maintained by the Contractor and any entity with which the Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for bodily injury, personal injury, property damage, and contractual liability with limits of not less than the following:

General Aggregate \$1,000,000

Products/Completed Operations Aggregate.....	\$1,000,000
Personal and Advertising Injury	\$ 500,000
Each Occurrence.....	\$ 500,000

The Housing Authority, Commission, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Public Agencies and their Agents"), shall be named as additional insureds for contractor's work on such policy.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$50,000 thousand for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident.....	\$1,000,000
Disease-policy limit.....	\$1,000,000
Disease-each employee	\$1,000,000

The Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the property or project that is the subject of this Contract.

11. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Housing Authority, Commission, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to the Contractor's acts, errors, or omissions, except to the extent caused by the sole negligence or willful misconduct of Housing Authority, Commission, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. The Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Housing Authority, Commission, and County, as applicable to each of them.

12. HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN

The Housing Authority will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Housing Authority determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Housing Authority and Contractor. If improvement does not occur consistent with the corrective measure, the Housing Authority may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Housing Authority in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

13. TERMINATION FOR CONVENIENCE

The Housing Authority reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

14. TERMINATION FOR CAUSE

This Contract may be terminated by the Housing Authority upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Housing Authority upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Housing Authority within the time specified in such notice, the Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of

deficiency thereof in writing will be served upon Contractor by the Housing Authority. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Housing Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Housing Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. CONTRACTOR'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Housing Authority Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Housing Authority's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Housing

Authority under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Housing Authority may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Housing Authority Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Housing Authority's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

18. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Housing Authority and the Contractor.

19. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Housing Authority pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Housing Authority under this Contract.

Professional Conduct: The Housing Authority does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Contractor's employees, agents or subcontractors providing services for the Housing Authority. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-46, inclusive.

23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled,

terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate

action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority, Commission, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Housing Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, recommend that the Contractor be debarred from bidding or proposing on, or being awarded, and/or performing work on Housing Authority contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Housing Authority.
- C. The Housing Authority may recommend that the Board of Commissioners debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Housing Authority, Commission, or County, or a nonprofit corporation created by the Housing Authority, Commission, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Housing Authority, Commission, or County or any other public entity, or a nonprofit corporation created by the Housing Authority, Commission, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Housing Authority, Commission, County, or any other public entity.

- D. If there is evidence that the Contractor may be subject to debarment, the Housing Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Housing Authority may, in its discretion, recommend that the Board of Commissioners reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Housing Authority.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate

the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Housing Authority, or Commission contractors, consultants, vendors and operating agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the Contractor has demonstrated to the Housing Authority satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Housing Authority, Commission, or County or a subcontract with a Housing Authority, Commission, or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Housing Authority, Commission, or County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Housing Authority or County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Housing Authority under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Housing Authority if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program.

The Housing Authority may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Housing Authority's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Housing Authority may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Housing Authority, Housing Authority, or County contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Housing Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Housing Authority pays final payment and other pending matters are closed under this Contract.

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Housing Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Housing Authority any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Housing Authority will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

39. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Housing Authority and the Housing Authority holds all the rights to said data.

40. NOTICES

The Housing Authority shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Housing Authority has actual knowledge of such injury or damage. Housing Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Housing Authority: Maria Badrakhan, Director
Housing Management Division
Housing Authority of the
County of Los Angeles
700 W. Main Street
Alhambra, CA 91801

The Contractor: Roland Cordero, President
Coast 2 Coast Preservation, Inc.
2219 W. Olive Avenue, Suite 357
Burbank, CA 91506

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Housing Authority may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR'S ACKNOWLEDGMENT OF HOUSING AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Housing Authority's policy to encourage all Housing Authority Contractors to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Housing Authority seeks to ensure that all Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

44. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S

DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Housing Authority under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Housing Authority may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

45. AUTHORIZATION WARRANTY

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

46. CONTRACTOR'S COMPLIANCE WITH THE HOUSING AUTHORITY'S SMOKE FREE POLICY AT ALL HOUSING DEVELOPMENT PROPERTIES

The Contractor represents that it will comply with the Housing Authority's policy strictly prohibiting smoking on all Housing Authority housing development properties, except at the South Bay Gardens Senior Housing Development located at 230 E. 130th Street, Los Angeles, CA 90061, where smoking is permitted only in a specified open area that is at least 20 feet away from a Housing Authority building and is clearly labeled as a "**Smoking Designated Area.**" The Contractor acknowledges and understands that the Housing Authority's smoke free policy applies to all residents, guests, visitors, vendors, contractors, and staff.

47. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

48. ENTIRE CONTRACT

This Contract with Attachments A through D constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices

/

SIGNATURES

IN WITNESS WHEREOF, the Housing Authority and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

COAST 2 COAST PRESERVATION, INC.

By _____
Sean Rogan
Executive Director

By _____
Roland Cordero
President

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

APPROVED AS TO PROGRAM:
HOUSING MANAGEMENT DIVISION

By _____
Nancy M. Takade
Principal Deputy County Counsel

By _____
Maria Badrakhan
Director

ATTACHMENT A

STATEMENT OF WORK

APPENDIX B STATEMENT OF WORK VACANT UNIT PREPARATION SERVICES

1.0 SCOPE OF WORK

The Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing agency. The Housing Authority helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Housing Authority maintains many administrative buildings and 68 housing developments that include over 3,229 residential units within the County of Los Angeles.

2.0 GENERAL REQUIREMENTS

- 2.1** The Contractor shall have a Supervisor assigned to the Contract with 5 years of experience to serve as a direct liaison with the Housing Authority.
- 2.2** The Contractor shall be the sole provider of all the work outlined in the Statement of Work.
- 2.3** The Contractor shall charge for services rendered in accordance to the fee schedule.

3.0 SPECIFIC WORK REQUIREMENTS

- 3.1** The Contractor shall provide vacant unit preparation services on an as-needed basis at all Housing Authority locations noted in Exhibit 1.
- 3.2** The Contractor shall be contacted with a phone call when a vacated unit is ready to be cleaned.
- 3.3** The Contractor shall meet with the Maintenance Supervisor, noted in Exhibit 2, to go over the specified work.
- 3.4** The Contractor shall begin work within one day of notification and shall be completed within one (1) day.

3.5 Cleaning of Vacant Units

The Contractor shall thoroughly clean all units interior of cabinets, drawers and closets and the following rooms as follows;

3.5.1 Dining Room / Living Room

- 3.5.1.1** Vacuum and shampoo/steam clean carpet only when requested and approved by the Maintenance Supervisor.

- 3.5.1.2 Clean any louvered vents and filters.
- 3.5.1.3 Clean light fixtures.
- 3.5.1.4 Wash glass doors, inside and out, with soap and water.
- 3.5.1.5 Wash window screens on sliding doors, inside and out, with soap and water.
- 3.5.1.6 Vacuum and clean door and window tracks.
- 3.5.2 **Bedroom**
 - 3.5.2.1 Vacuum and shampoo/steam clean carpet only when requested and approved by the Maintenance Supervisor.
 - 3.5.2.2 Wash windows with soap and water, inside and out, and vacuum tracks.
 - 3.5.2.3 Wash window screens with soap and water.
 - 3.5.2.4 Clean closet floor and shelves.
- 3.5.3 **Bathroom**
 - 3.5.3.1 Clean counter top and remove water lime deposits from around fixtures.
 - 3.5.3.2 Clean water fixtures on sinks, in tubs and showers.
 - 3.5.3.3 Clean all shower tiles and tub enclosures and remove water deposits from glass doors.
 - 3.5.3.4 Thoroughly clean and sanitize toilet inside and out with a germicide solution.
 - 3.5.3.5 Clean light fixture, interior of medicine cabinet, drawers and cabinets.
- 3.5.4 **Kitchen**
 - 3.5.4.1 Clean stove and oven of all grease and grime including sides, front, burners, control knobs, beneath top cover, broiler, doors and racks, grilles and broiler pan and behind stove.
 - 3.5.4.2 Clean range hood and vent hood filter, notify the Maintenance Supervisor if filter needs replacement.
 - 3.5.4.3 Vacuum exhaust fans.
 - 3.5.4.4 Clean behind refrigerator and stove carefully not to crimp gas line.
 - 3.5.4.5 Clean refrigerator inside and out, including freezer compartment.
 - 3.5.4.6 Clean inside and front of dishwasher, washing machines and dryers, where available.
 - 3.5.4.7 Clean all drawers and cabinets inside and out removing all shelf paper.
 - 3.5.4.8 Clean sinks removing all lime deposits around fixtures and all counter tops.
 - 3.5.4.9 Clean light fixture lens, curtain rods and any other accessories in the room.

3.5.5 Other Miscellaneous cleaning

- 3.5.5.1 Remove all dust above door entries.
- 3.5.5.2 Wipe clean all interior and exterior doors.
- 3.5.5.3 Clean all switch plates, appliance covers and electric light fixture glass.
- 3.5.5.4 Clean all curtain rods and wash vertical blinds with soap and water.
- 3.5.5.5 Wash all windows and glass patio doors both inside and outside of unit with soap and water.
- 3.5.5.6 Clean all screens.
- 3.5.5.7 Sweep unit patio, porch, balcony, laundry room and storage room.

3.5.6 The Contractor shall clean unit flooring as follows;

- 3.5.6.1 Linoleum and tile flooring shall be stripped, apply one layer of wax and buffed.
- 3.5.6.2 Carpeted floors and stairways shall be pre-spotted as necessary to remove stains.
- 3.5.6.3 Carpets shall be vacuumed thoroughly.
- 3.5.6.4 Carpets shall be shampooed, steam cleaned only when requested and approved by the Maintenance Supervisor.

3.6 Other As-Needed Vacant Unit Preparation Services

- 3.6.1 The Contractor shall provide other as-needed vacant unit preparation services at an hourly rate for all the sites noted in Exhibit 1.
- 3.6.2 The Contractor shall provide deep cleaning services for kitchens and bathrooms for vacant units as requested by the Maintenance Supervisor.
- 3.6.3 The Contractor shall provide a second layer of waxing for new linoleum and tile flooring as requested by the Maintenance Supervisor. The charge for the second layer of waxing and buffing will be based on the actual square footage of the area.

3.7 Invoices

- 3.7.1 The Contractor shall invoice the Housing Authority immediately after services have been rendered.
- 3.7.2 The Contractor shall invoice in accordance to the fee schedule.
- 3.7.3 The Contractor shall breakdown the cost for each service performed totaling the amount of the entire invoice.

3.7.4 The Contractor shall include the service date, unit/building address and unit/building number.

3.7.5 The Contractor shall provide one point of contact for all invoicing.

4.0 RESPONSIBILITIES

The Housing Authority and the Contractor's responsibilities are as follows:

Housing Authority

4.1 Personnel

4.1.1 The Housing Authority shall monitor the Contractor's performance in the daily operation of this Contract.

4.1.2 The Housing Authority shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.

4.1.3 The Housing Authority shall prepare amendments to the Contract in accordance with the Contract.

4.1.4 The Housing Authority shall provide access to vacant units.

Contractor

4.2 Project Manager

4.2.1 The Contractor shall provide a full-time Supervisor with 5 years of experience in managing projects of similar size and scope as contained in this Statement of Work.

4.2.2 The Contractor's Supervisor shall act as a central point of contact with the Housing Authority, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.

4.2.3 The Contractor's Supervisor shall be able to effectively communicate, in English, both orally and in writing.

4.3 Personnel

The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must be able to communicate effectively.

4.4 Uniform / Identification

4.4.1 The Contractor's employees assigned to the Contract shall wear an appropriate uniform at all times. The uniform must display the

Contractor's company name. All uniforms, as required and approved by the Housing Authority, will be provided by the Contractor, at the Contractor's expense.

4.4.2 The Contractor's employees must wear visible identification when working under the Contract on Housing Authority property. The identification shall be:

- Housing Authority Visitor ID

4.4.3 The Contractor's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

4.5 Materials and Equipment

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee.

4.6 Training

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

4.7 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

4.8 Periodic Meetings

Contractor is required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty dollars (\$50.00).

5.0 HOURS / DAYS OF WORK

The Housing Authority office hours are from 8:00 a.m. to 5:00 p.m. The Housing Authority offices are closed on the following Holidays:

- New Year's Day

- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

6.0 WORK SCHEDULE

6.1 Regular Service Hours

The Contractor shall perform all regular service hours during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays as noted in Section 5.0 – Hours/Days of Work. All services, performed during regular service hours shall be performed at no additional cost to the Housing Authority.

6.2 After Hours Services

The Contractor shall perform all after hour services during the hours of 5:00 p.m. to 8:00 a.m. After hour services will be charged at an hourly rate. Weekends and holidays are considered after hours.

7.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Housing Authority a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Housing Authority for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor;
 - any corrective action taken,
 - the time a problem was first identified,
 - a clear description of the problem,
 - and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Housing Authority upon request.

8.0 QUALITY ASSURANCE PLAN

The Housing Authority will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

8.1 Performance Requirements Summary (Exhibit 3)

The Housing Authority shall use a Performance Requirements Summary (PRS) chart, Exhibit 3, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the Housing Authority will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Housing Authority. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Housing Authority to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Housing Authority, shall be credited to the Housing Authority on the Contractor's future invoice.

This section does not preclude the Housing Authority's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 13 - Termination for Convenience.

8.2 Periodic Performance Reviews

The Housing Authority will conduct periodic reviews to evaluate the Contractor's performance.

8.3 Contract Deficiency Notice

The Housing Authority will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a 48 hour time period.

If resolution of the deficiency does not result from the verbal notification, the Housing Authority will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Housing Authority within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Housing Authority within ten (10) workdays.

8.4 Housing Authority Observations

In addition to divisional contracting staff, other Housing Authority personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

9.0 ADDITION/DELETION OF SERVICES

The Housing Authority reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Housing Authority and the Contractor.

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4, OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			526	538	726	1176	N/A	N/A
West County Locations									
Kings Road Apartments 800-801 N. Kings Rd. W. Hollywood, CA 90069	106	0	106	0	101	5	0	0	0
Westknoll Apartments 838 N. Westknoll Dr. W. Hollywood, CA 90069	134	0	134	122	12	0	0	0	0
Palm Ave. Apartments 959 N. Palm Avenue W. Hollywood, CA 90069	127	0	127	115	12	0	0	0	0
Santa Monica (9th St.) 1855 9th Street Santa Monica, CA 90404	0	11	11	0	0	8	3	0	0
Santa Monica (14th St.) 1450 14th Street Santa Monica, CA 90404	0	19	19	0	0	13	6	0	0
Santa Monica (20th St.) 2006 20th Street Santa Monica, CA 90404	0	11	11	0	0	8	3	0	0

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4, OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			526	538	726	1175	n/a	n/a
West County Locations									
Ocean Park 175 Ocean Park Blvd. Santa Monica, CA 90405	10	12	22	0	8	11	3	0	0
Monica Manor 1901-1909 11th Street Santa Monica, CA 90405	0	19	19	0	0	19	0	0	0
Marina Manor I 3401 Via Dolce Marina Del Rey, CA 90292	112	0	112	0	108	4	0	0	0
Marina Manor II 3405 Via Dolce Marina Del Rey, CA 90292	71	0	71	0	68	3	0	0	0
WEST COUNTY SUB-TOTAL	560	72	632	237	309	71	15	0	0

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 or 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	550	680	820	n/a	n/a
North County Locations									
Orchard Arms 23520 Wiley Canyon Road Valencia, CA 91355	183	0	183	0	182	1	0	0	0
Foothill Villa 2423 Foothill Blvd. La Crescenta, CA 91214	62	0	62	0	61	1	0	0	0
Quartz Hill I 5028 West Ave. L-12 Quartz Hill, CA 95971	0	20	20	0	0	14	6	0	0
Quartz Hill II 42051 51st Street Quartz Hill, CA 95971	0	20	20	0	0	14	6	0	0
Lancaster Homes 711-737 W. Jackman St. Lancaster, CA 93534	120	0	120	0	108	12	0	0	0
NORTH COUNTY SUB-TOTAL	365	40	405	0	351	42	12	0	0

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 or 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	708	787	938	1026	n/a
East County Locations									
Nueva Maravilla 4919 E. Cesar Chavez Av. Los Angeles, CA 90022	150	354	504	0	150	120	178	56	0
Arizona/Olympic 1100 S. Arizona Los Angeles, CA 90022	0	18	18	0	0	0	10	8	0
Whittier Manor 11527 Slauson Avenue Whittier, CA 90606	49	0	49	0	46	3	0	0	0
Herbert Avenue 133 Herbert Avenue Los Angeles, CA 90022	46	0	46	0	45	1	0	0	0
Francisquito Villa 14622 Francisquito La Puente, CA 91746	89	0	89	0	88	1	0	0	0
Carmelita Avenue 354-356 Carmelita Los Angeles, CA 90063	2	0	2	0	2	0	0	0	0
McBride Avenue 1229 S. McBride Avenue Los Angeles, CA 90023	1	3	4	0	1	3	0	0	0
Williamson Avenue 706-8 Williamson Los Angeles, CA 90022	0	4	4	0	0	4	0	0	0
Triggs Street 4432-34 1/2 Triggs Street Los Angeles, CA 90023	2	2	4	0	2	2	0	0	0

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 or 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	708	787	938	1026	n/a
East County Locations									
Simmons Avenue 927 S. Simmons Avenue Los Angeles, CA 90022	3	1	4	0	3	1	0	0	0
4 th & Mednik 341 S. Mednik Avenue Los Angeles, CA 90022	0	2	2	0	0	2	0	0	0
Sundance Vista 10850 Laurel Ave. Whittier, CA 90606	0	41	41	0	0	0	28	13	0
EAST COUNTY SUB-TOTAL	342	425	767	0	397	137	216	77	0

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	563	728	880	1200	n/a
Carmelitos Areas									
Carmelitos 1000 Via Wanda Long Beach, CA 90805	155	558	713	0	235	342	87	49	0
CARMELITOS AREAS SUB-TOTAL	155	558	713	0	235	342	87	49	0

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	536	651	688	n/a	n/a
Harbor Hills Areas									
Harbor Hills 26607 S. Western Avenue Lomita, CA 90717	0	301	301	0	80	144	77	0	0
HARBOR HILLS AREAS SUB-TOTAL	0	301	301	0	80	144	77	0	0

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	437	644	728	788	865
South Scattered Sites									
South L. A. County Maintenance Office 12721 S. Central Avenue Los Angeles, CA 90059	0	0	0	0	0	0	0	0	0
South Bay Gardens 230 E. 130th Street Los Angeles, CA 90061	100	0	100	0	94	6	0	0	0
Century Wilton 2050 Century Blvd. Los Angeles, CA 90047	0	40	40	0	8	32	0	0	0
Woodcrest I & II 1239-45 W. 109th Street Los Angeles, CA 90044	0	20	20	0	0	14	6	0	0
West 107 th Street 1320 W. 107th Street Los Angeles, CA 90044	0	18	18	0	0	2	9	7	0
Imperial Heights I & II 1221/1309 W. Imperial Hwy Los Angeles, CA 90044	0	9	9	0	0	0	6	3	0
West 105 th Street 1336-1340 W. 105th Street Los Angeles, CA 90044	0	9	9	0	0	0	7	2	0
West 106 th Street 1057 W. 106th Street Los Angeles, CA 90044	0	4	4	0	0	0	3	1	0

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			na	437	644	728	788	855
South Scattered Sites									
West 106th Street 1100-1104 W. 106th Street Los Angeles, CA 90044	0	20	20	0	1	19	0	0	0
West 106th Street 1334-38 W. 106th Street Los Angeles, CA 90044	0	4	4	0	0	0	1	3	0
Normandie Apartments 11431-63 S. Normandie Los Angeles, CA 90044	0	28	28	0	0	28	0	0	0
West 90th Street 1115-16 W. 90th Street Los Angeles, CA 90044	0	18	18	0	0	18	0	0	0
West 91st Street 1101-09 W. 91st Street Los Angeles, CA 90044	0	16	16	0	0	16	0	0	0
East 119th Street 1232-34 East 119th Street Los Angeles, CA 90059	0	2	2	0	0	2	0	0	0
East 61st Street 1229-35 East 61st Street Los Angeles, CA 90001	0	6	6	0	0	6	0	0	0
West 90th Street 1027-33 W. 90th Street Los Angeles, CA 90022	0	6	6	0	0	0	3	3	0
92nd Street & Bandera ST. 9104-18 S. Bandera Los Angeles, CA 90002	0	8	8	0	0	0	5	3	0

Exhibit 1 - 8

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			na	437	644	728	788	855
South Scattered Sites									
East 83rd Street 1535-37 E. 83rd Street Los Angeles, CA 90002	0	2	2	0	0	0	2	0	0
East 87th Street 1615-17 E. 87th Street Los Angeles, CA 90002	0	4	4	0	0	0	4	0	0
88th Street & Beach St. 8739 Beach Street Los Angeles, CA 90002	0	4	4	0	0	0	4	0	0
Addington 4212-4220 Addington St. Compton, CA 90221	0	3	3	0	0	0	2	1	0
Budlong I 9410-9412 1/2 S. Budlong Los Angeles, CA 90044	0	4	4	0	0	0	3	1	0
Budlong II 11126 Budlong Los Angeles, CA 90044	0	3	3	0	0	0	3	0	0
West 95th Street 1324 W. 95th Street Los Angeles, CA 90044	0	4	4	0	0	0	3	1	0
West 94th Street 1035-37 1/2 W. 94th St. Los Angeles, CA 90044	0	4	4	0	0	0	1	1	2
Firmona 11117-19 Firmona Inglewood, CA 90304	0	2	2	0	1	1	0	0	0

Exhibit 1 - 9

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square Footage			n/a	437	644	726	788	855
South Scattered Sites									
Linsley 4621-25 Linsley St. Compton, CA 90221	0	2	2	0	0	2	0	0	0
El Segundo I 1928/3749 E. El Segundo Compton, CA 90022	0	30	30	0	12	12	6	0	0
El Segundo II 2440-45 E. El Segundo Compton, CA 90222	0	18	18	0	0	0	11	7	0
Athens III 1120 W. 107 th . St. 1310 W. 110 th St. 11104 S. Normandie Ave. Los Angeles, CA 90044	0	10	10	0	0	0	4	6	0
Budlong Crest 11248 S. Budlong Los Angeles, CA 90044	0	6	6	0	0	0	6	0	0
Jarvis Avenue 12920 Jarvis Ave. Los Angeles, CA 90061	0	1	1	0	0	0	0	1	0
East 84th Street 1527 E. 84 th St. Los Angeles, CA 90001	0	4	4	0	0	4	0	0	0
SOUTH SCATTERED SITES SUB-TOTAL	100	309	409	0	116	162	89	40	2

STATEMENT OF WORK EXHIBIT 1

	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4, OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
HOUSING DEVELOPMENT UNITS	1522	1705	3227	237	1428	1427	898	496	2
GRAND TOTAL									

EXHIBIT 2 **HOUSING DEVELOPMENT SITE CONTACT INFORMATION**

Maintenance Supervisor	Contact Number	Maintenance Operations Coordinator	Contact Number
NO. 1: CARMELITOS			
Ken Johnson 1000 Via Wanda Long Beach, CA 90805	Office: (562) 637-7407 Cell: (310) 261-2195 Ken.johnson@hacola.org	Adele Halsey	(562) 637-7408 Adele.halsey@hacola.org
NO. 2: HARBOR HILLS			
Jose Macias 26607 South Western Avenue Lomita, CA 90717	Office: (310) 534-6846 Cell: (323) 855-2981 Jose.macias@hacola.org	Elizabeth Cortez	(310) 602-4753 Elizabeth.cortez@hacola.org
NO. 3: EAST COUNTY			
Keith Crossley 4919 East Cesar E Chavez Avenue Los Angeles, CA 90022	Office: (323) 260-2187 Cell: (562) 577-0703 Keith.crossley@hacola.org	Reyna Sotelo	(323) 260-2185 Reyna.sotelo@hacola.org
NO. 4: WEST COUNTY			
Richard Bosek 800 North Kings Road West Hollywood, CA 90069	Office: (323) 653-5674 Cell: (661) 510-2496 Richard.bosek@hacola.org	Maria Garcia	(323) 653-5174 Maria.garcia@hacola.org
NO. 7: NORTH COUNTY			
Melvin Batrezchavez 23520 Wiley Canyon Road Valencia, CA 91355	Office: (661) 255-0947 Cell: (661) 510-1788 Melvin.batrezchavez@hacola.org	Remoosh Minassian	(661) 600-0990 Remoosh.minassian@hacola.org
NO. 8: SOUTH SCATTERED SITES			
Gabriel Rodriguez 12721 Central Avenue Los Angeles, CA 90059	Office: (323) 357-3154 Cell: (310) 405-5258 Gabriel.rodriguez@hacola.org	Veronica Lopez	(323) 357-3152 Veronica.lopez@hacola.org

EXHIBIT 3
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 3.5 Cleaning of Vacant Units	100 % Completion of Required Services	Inspection and Observation	\$50 per occurrence
SOW Section 3.8 Invoices	100 % Completion of Required Services	Inspection and Observation	\$50 per occurrence
SOW Section 4.5 Uniform / Identification	100 % Completion of Required Services	Inspection and Observation	\$50 per occurrence
SOW Section 4.9 Periodic meetings	Contractor attendance	Observation of Attendance	\$50 per occurrence

ATTACHMENT B

FEE SCHEDULE

**FEE SCHEDULE
ON AN AS-NEEDED BASIS
VACANT UNIT PREPARATION SERVICES
FOR
COAST 2 COAST PRESERVATION, INC.**

The Contractor shall provide vacant unit preparation services on an as-needed basis to the Housing Authority in accordance with Attachment A, Statement of Work. In addition, the Contractor shall provide other pest control services on an as-needed basis in Section II.

SECTION I				
ON AN AS-NEEDED UNIT CLEANING SERVICES				
No. of Bedrooms In Unit	Unit Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 1: West County				
0	526	\$140.00	\$0.25	\$0.85
1	538	\$140.00	\$0.25	\$0.85
2	726	\$150.00	\$0.25	\$0.85
3	1175	\$150.00	\$0.25	\$0.85

No. of Bedrooms In Unit	Unit Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 2: North County				
1	550	\$140.00	\$0.25	\$0.85
2	680	\$140.00	\$0.25	\$0.85
3	820	\$150.00	\$0.25	\$0.85

No. of Bedrooms In Unit	Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 3: East County				
1	708	\$140.00	\$0.25	\$0.85
2	787	\$144.00	\$0.25	\$0.85
3	938	\$144.00	\$0.25	\$0.85
4	1026	\$150.00	\$0.25	\$0.85

No. of Bedrooms In Unit	Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 4: Carmelitos				
1	563	\$140.00	\$0.25	\$0.85
2	728	\$140.00	\$0.25	\$0.85
3	880	\$150.00	\$0.25	\$0.85
4	1200	\$150.00	\$0.25	\$0.85

No. of Bedrooms In Unit	Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 5: Harbor Hills				
1	536	\$150.00	\$0.25	\$0.85
2	651	\$150.00	\$0.25	\$0.85
3	688	\$150.00	\$0.25	\$0.85

No. of Bedrooms In Unit	Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 6: South Scattered Sites				
1	437	\$140.00	\$0.25	\$0.85
2	644	\$140.00	\$0.25	\$0.85
3	728	\$140.00	\$0.25	\$0.85
4	788	\$140.00	\$0.25	\$0.85
5	855	\$150.00	\$0.25	\$0.85

SECTION II			
OTHER AS-NEEDED VACANT UNIT PREPARATION SERVICES			
ITEM	DESCRIPTION	HOURLY RATE	PER SQ. FT.
1.	Provide other as-needed vacant unit preparation services during regular hours in accordance with Appendix B, Statement of Work.	\$28.00	
2.	Provide after business hours vacant unit preparation services in accordance with Appendix B, Statement of Work.	\$30.00	
3.	Provide an extra layer of floor waxing.		\$1.00
4.	Provide an extra shampoo/steam clean service.		\$0.25

ATTACHMENT C

**REQUIRED CONTRACT
FORMS**

**COMMUNITY DEVELOPMENT COMMISSION
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name:	Coast 2 Coast Preservation Inc.		
Company Address:	2219 W. Olive Ave #357		
City:	Burbank CA	91506	State: Zip Code:
Telephone Number:	818-306-7666		
Solicitation For (Type of Goods or Services):	Cleaning services for vacant properties		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of \$50,000 in any 12-month period.
- ☒ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Roland Cordero	Title:	President
Signature:		Date:	4-3-10

CHARITABLE CONTRIBUTIONS CERTIFICATION

Coast 2 Coast Preservations, Inc
Company Name
2219 W. Olive Ave #357 Burbank CA 91506
Address
26-4299018
Internal Revenue Service Employer Identification Number
N/A
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

() (X)

OR

YES NO

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

() (X)

Roland Cordero
Signature

4-3-16
Date

Roland Cordero / President
Name and Title (please type or print)

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM
CERTIFICATION OF COMPLIANCE**

Company Name: <u>Coast 2 Coast Preservation Inc</u>		
Company Address: <u>2219 W. Olive Ave #357</u>		
City: <u>Burbank</u>	State: <u>CA</u>	Zip Code: <u>91506</u>
Telephone Number: <u>818-366-7666</u>		Email address: <u>diversejanibral@gmail.com</u>
Solicitation/Contract For <u>Vacant unit cleaning</u> Services:		

The Proposer/Bidder/Contractor certifies that:

☒ It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:

- ☐ Mandated by federal or state law or a condition of federal or state program;
- ☐ The purchase is made through a state or federal contract;
- ☐ The purchase is made for equipment or supplies for, or by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
- ☐ Sole source provider with exclusive and proprietary rights to services or goods;
- ☐ Emergency services provider for services or goods;
- ☐ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
- ☐ Required to comply with the laws of the United States or California, which are inconsistent with this program.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>Roland Cordery</u>	Title: <u>President</u>
Signature: <u>[Signature]</u>	Date: <u>4-3-16</u>

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Coast 2 Coast Preservation Inc.

Vendor's Name

2219 W. Olive Ave #357 Burbank CA 91506

Address

26-4299018

Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: Roland Cordero Title: President

Signature:  Date: 4-3-16

**FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION**

Name of Firm: Coast 2 Coast Preservation Inc Date: 4-3-16
Address: 2219 W. Olive Ave #357
State: CA Zip Code: 91506 Phone No.: 818-306-7666

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Roland Cordero Title: President
Signature: [Handwritten Signature] Date: 4-3-16

ATTACHMENT D

REQUIRED CONTRACT
NOTICES



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caaq.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caaq.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.

COUNTY OF LOS ANGELES
DEFAULTED PROPERTY TAX REDUCTION PROGRAM
(Los Angeles County Code 2.206)

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe1a.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

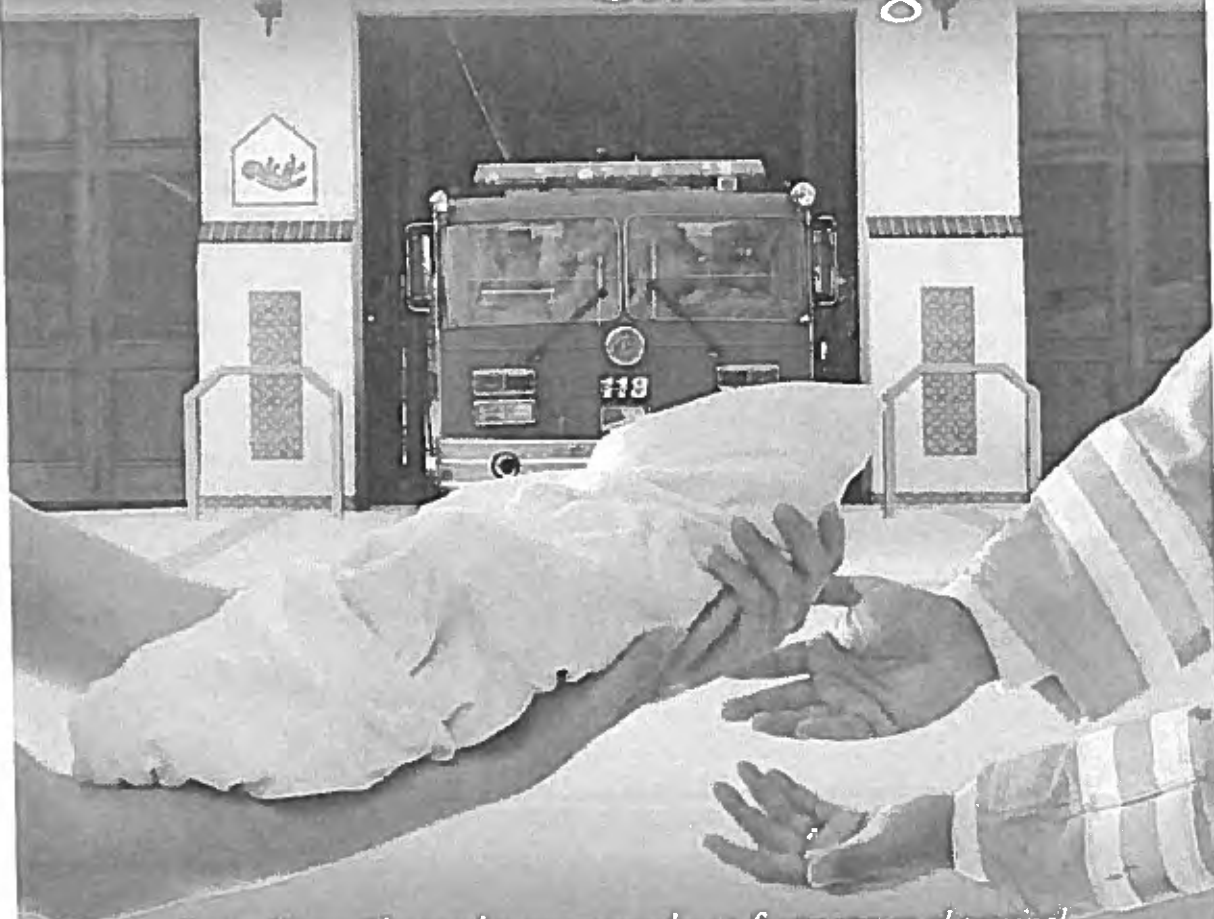
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe1a.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**CONTRACT
FOR
VACANT UNIT PREPARATION SERVICES**

This Contract is made and entered into this *[day]* day of *[month]*, *[year]*, by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Housing Authority", and Building Maintenance of Tomorrow, hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed vacant unit preparation services. On March 22, 2016, in response to the Housing Authority's Invitation for Bids, the Contractor submitted a bid to furnish the hereinafter-described vacant unit preparation services to the Housing Authority.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence on August 1, 2016 and shall remain in full force and effect for twelve (12) months until July 31, 2017 unless sooner terminated as provided herein. This Contract may be extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Housing Authority.

3. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Housing Authority's Executive Director, all the work described in the attached Statement of Work, Attachment A.

4. COMPENSATION

A. The Contractor shall submit to the Housing Authority on the 1st day of each month an invoice on a form approved by the Housing Authority for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Housing Authority will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), and the total amount of compensation under this Contract will not exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), which shall include all related expenses. The Contractor is one of a number of contractors sharing the yearly amount of compensation by providing vacant unit preparation services and is not guaranteed

any amount of work under this Contract. The Housing Authority in its sole discretion shall determine and assign work on as needed basis.

- B. The Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system.
- C. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the Housing Authority's express prior written approval.
- D. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Housing Authority at the address herein provided in Section 40, Notices in this Contract.
- E. The Contractor shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Housing Authority's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5. SOURCE AND APPROPRIATION OF FUNDS

The Housing Authority's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Housing Authority will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

6. TERMINATION FOR IMPROPER CONSIDERATION

The Housing Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary,

to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract of the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

7. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Housing Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Housing Authority consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Housing Authority to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Housing Authority's sole discretion, against the claims, which the Contractor may have against the Housing Authority. However, the Housing Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Housing Authority in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Housing Authority's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Housing Authority.

9. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Housing Authority.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Housing Authority.

10. INSURANCE

Without limiting the Contractor's duties to indemnify and defend as provided in this Contract, the Contractor shall procure and maintain, at the Contractor's sole expense, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in A.M. Best's Insurance Guide. The Contractor shall, concurrent with the execution of this Contract, deliver to the Housing Authority certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Contractor shall provide the Housing Authority with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Housing Authority reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Housing Authority and all deductible amounts must be provided in advance to the Housing Authority for its approval. Any self-insurance program and self-insured retention must be separately approved by the Housing Authority. In the event such insurance does provide for deductibles or self-insurance, the Contractor agrees that it will defend, indemnify and hold harmless the Housing Authority, Community Development Commission of the County of Los Angeles ("Commission"), County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they

would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Housing Authority be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Housing Authority immediate notice of any insurance claim or loss which may be covered by insurance. The Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which the Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

BUILDING MAINTENANCE OF TOMORROW

The insurance policies set forth herein shall be primary insurance and non-contributory with respect to the Housing Authority. The insurance policies shall contain a waiver of subrogation for the benefit of the Housing Authority. Failure on the part of the Contractor, and/or any entities with which the Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Housing Authority's sole discretion, constitute a material breach of this Contract pursuant to which the Housing Authority may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Housing Authority, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Housing Authority shall be immediately repaid by the Contractor to the Housing Authority upon demand including interest thereon at the default rate. In the event of such a breach, the Housing Authority shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. The Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Housing Authority's rights against the Contractor or the insurance carrier.

When the Contractor, or any entity with which the Contractor contracts, is naming the Housing Authority as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in the Housing Authority's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

The following insurance policies shall be maintained by the Contractor and any entity with which the Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for bodily injury, personal injury, property damage, and contractual liability with limits of not less than the following:

General Aggregate \$1,000,000

Products/Completed Operations Aggregate.....	\$1,000,000
Personal and Advertising Injury.....	\$ 500,000
Each Occurrence.....	\$ 500,000

The Housing Authority, Commission, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Public Agencies and their Agents"), shall be named as additional insureds for contractor's work on such policy.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$50,000 thousand for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident.....	\$1,000,000
Disease-policy limit.....	\$1,000,000
Disease-each employee.....	\$1,000,000

The Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the property or project that is the subject of this Contract.

11. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Housing Authority, Commission, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to the Contractor's acts, errors, or omissions, except to the extent caused by the sole negligence or willful misconduct of Housing Authority, Commission, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. The Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Housing Authority, Commission, and County, as applicable to each of them.

12. HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN

The Housing Authority will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Housing Authority determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Housing Authority and Contractor. If improvement does not occur consistent with the corrective measure, the Housing Authority may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Housing Authority in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

13. TERMINATION FOR CONVENIENCE

The Housing Authority reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

14. TERMINATION FOR CAUSE

This Contract may be terminated by the Housing Authority upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Housing Authority upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Housing Authority within the time specified in such notice, the Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of

deficiency thereof in writing will be served upon Contractor by the Housing Authority. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Housing Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Housing Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. CONTRACTOR'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Housing Authority Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Housing Authority's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Housing

Authority under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Housing Authority may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Housing Authority Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Housing Authority's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

18. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Housing Authority and the Contractor.

19. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Housing Authority pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Housing Authority under this Contract.

Professional Conduct: The Housing Authority does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Contractor's employees, agents or subcontractors providing services for the Housing Authority. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-46, inclusive.

23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled,

terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate

action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority, Commission, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Housing Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, recommend that the Contractor be debarred from bidding or proposing on, or being awarded, and/or performing work on Housing Authority contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Housing Authority.
- C. The Housing Authority may recommend that the Board of Commissioners debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Housing Authority, Commission, or County, or a nonprofit corporation created by the Housing Authority, Commission, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Housing Authority, Commission, or County or any other public entity, or a nonprofit corporation created by the Housing Authority, Commission, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Housing Authority, Commission, County, or any other public entity.

- D. If there is evidence that the Contractor may be subject to debarment, the Housing Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Housing Authority may, in its discretion, recommend that the Board of Commissioners reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Housing Authority.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate

the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Housing Authority, or Commission contractors, consultants, vendors and operating agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the Contractor has demonstrated to the Housing Authority satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Housing Authority, Commission, or County or a subcontract with a Housing Authority, Commission, or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Housing Authority, Commission, or County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Housing Authority or County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Housing Authority under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Housing Authority if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program.

The Housing Authority may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Housing Authority's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Housing Authority may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Housing Authority, Housing Authority, or County contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Housing Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Housing Authority pays final payment and other pending matters are closed under this Contract.

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Housing Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Housing Authority any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Housing Authority will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

39. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Housing Authority and the Housing Authority holds all the rights to said data.

40. NOTICES

The Housing Authority shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Housing Authority has actual knowledge of such injury or damage. Housing Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Housing Authority: Maria Badrakhn, Director
Housing Management Division
Housing Authority of the
County of Los Angeles
700 W. Main Street
Alhambra, CA 91801

The Contractor: Phillip Peneyra, Operations Manager
Building Maintenance of Tomorrow
1901 Newport Blvd., Suite 350
Costa Mesa, CA 92627

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Housing Authority may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR'S ACKNOWLEDGMENT OF HOUSING AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Housing Authority's policy to encourage all Housing Authority Contractors to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Housing Authority seeks to ensure that all Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

44. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S

DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Housing Authority under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Housing Authority may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

45. AUTHORIZATION WARRANTY

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

46. CONTRACTOR'S COMPLIANCE WITH THE HOUSING AUTHORITY'S SMOKE FREE POLICY AT ALL HOUSING DEVELOPMENT PROPERTIES

The Contractor represents that it will comply with the Housing Authority's policy strictly prohibiting smoking on all Housing Authority housing development properties, except at the South Bay Gardens Senior Housing Development located at 230 E. 130th Street, Los Angeles, CA 90061, where smoking is permitted only in a specified open area that is at least 20 feet away from a Housing Authority building and is clearly labeled as a "Smoking Designated Area." The Contractor acknowledges and understands that the Housing Authority's smoke free policy applies to all residents, guests, visitors, vendors, contractors, and staff.

47. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

48. ENTIRE CONTRACT

This Contract with Attachments A through D constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices

/

SIGNATURES

IN WITNESS WHEREOF, the Housing Authority and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

BUILDING MAINTENANCE OF TOMORROW

By _____
Sean Rogan
Executive Director

By _____
Phillip Peneyra
Operations Manager

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

APPROVED AS TO PROGRAM:
HOUSING MANAGEMENT DIVISION

By _____
Nancy M. Takade
Principal Deputy County Counsel

By _____
Maria Badrakhan
Director

ATTACHMENT A

STATEMENT OF WORK

APPENDIX B

STATEMENT OF WORK

VACANT UNIT PREPARATION SERVICES

1.0 SCOPE OF WORK

The Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing agency. The Housing Authority helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Housing Authority maintains many administrative buildings and 68 housing developments that include over 3,229 residential units within the County of Los Angeles.

2.0 GENERAL REQUIREMENTS

- 2.1** The Contractor shall have a Supervisor assigned to the Contract with 5 years of experience to serve as a direct liaison with the Housing Authority.
- 2.2** The Contractor shall be the sole provider of all the work outlined in the Statement of Work.
- 2.3** The Contractor shall charge for services rendered in accordance to the fee schedule.

3.0 SPECIFIC WORK REQUIREMENTS

- 3.1** The Contractor shall provide vacant unit preparation services on an as-needed basis at all Housing Authority locations noted in Exhibit 1.
- 3.2** The Contractor shall be contacted with a phone call when a vacated unit is ready to be cleaned.
- 3.3** The Contractor shall meet with the Maintenance Supervisor, noted in Exhibit 2, to go over the specified work.
- 3.4** The Contractor shall begin work within one day of notification and shall be completed within one (1) day.

3.5 Cleaning of Vacant Units

The Contractor shall thoroughly clean all units interior of cabinets, drawers and closets and the following rooms as follows;

3.5.1 Dining Room / Living Room

- 3.5.1.1** Vacuum and shampoo/steam clean carpet only when requested and approved by the Maintenance Supervisor.

- 3.5.1.2 Clean any louvered vents and filters.
- 3.5.1.3 Clean light fixtures.
- 3.5.1.4 Wash glass doors, inside and out, with soap and water.
- 3.5.1.5 Wash window screens on sliding doors, inside and out, with soap and water.
- 3.5.1.6 Vacuum and clean door and window tracks.

3.5.2 **Bedroom**

- 3.5.2.1 Vacuum and shampoo/steam clean carpet only when requested and approved by the Maintenance Supervisor.
- 3.5.2.2 Wash windows with soap and water, inside and out, and vacuum tracks.
- 3.5.2.3 Wash window screens with soap and water.
- 3.5.2.4 Clean closet floor and shelves.

3.5.3 **Bathroom**

- 3.5.3.1 Clean counter top and remove water lime deposits from around fixtures.
- 3.5.3.2 Clean water fixtures on sinks, in tubs and showers.
- 3.5.3.3 Clean all shower tiles and tub enclosures and remove water deposits from glass doors.
- 3.5.3.4 Thoroughly clean and sanitize toilet inside and out with a germicide solution.
- 3.5.3.5 Clean light fixture, interior of medicine cabinet, drawers and cabinets.

3.5.4 **Kitchen**

- 3.5.4.1 Clean stove and oven of all grease and grime including sides, front, burners, control knobs, beneath top cover, broiler, doors and racks, grilles and broiler pan and behind stove.
- 3.5.4.2 Clean range hood and vent hood filter, notify the Maintenance Supervisor if filter needs replacement.
- 3.5.4.3 Vacuum exhaust fans.
- 3.5.4.4 Clean behind refrigerator and stove carefully not to crimp gas line.
- 3.5.4.5 Clean refrigerator inside and out, including freezer compartment.
- 3.5.4.6 Clean inside and front of dishwasher, washing machines and dryers, where available.
- 3.5.4.7 Clean all drawers and cabinets inside and out removing all shelf paper.
- 3.5.4.8 Clean sinks removing all lime deposits around fixtures and all counter tops.
- 3.5.4.9 Clean light fixture lens, curtain rods and any other accessories in the room.

3.5.5 Other Miscellaneous cleaning

- 3.5.5.1 Remove all dust above door entries.
- 3.5.5.2 Wipe clean all interior and exterior doors.
- 3.5.5.3 Clean all switch plates, appliance covers and electric light fixture glass.
- 3.5.5.4 Clean all curtain rods and wash vertical blinds with soap and water.
- 3.5.5.5 Wash all windows and glass patio doors both inside and outside of unit with soap and water.
- 3.5.5.6 Clean all screens.
- 3.5.5.7 Sweep unit patio, porch, balcony, laundry room and storage room.

3.5.6 The Contractor shall clean unit flooring as follows;

- 3.5.6.1 Linoleum and tile flooring shall be stripped, apply one layer of wax and buffed.
- 3.5.6.2 Carpeted floors and stairways shall be pre-spotted as necessary to remove stains.
- 3.5.6.3 Carpets shall be vacuumed thoroughly.
- 3.5.6.4 Carpets shall be shampooed, steam cleaned only when requested and approved by the Maintenance Supervisor.

3.6 Other As-Needed Vacant Unit Preparation Services

- 3.6.1 The Contractor shall provide other as-needed vacant unit preparation services at an hourly rate for all the sites noted in Exhibit 1.
- 3.6.2 The Contractor shall provide deep cleaning services for kitchens and bathrooms for vacant units as requested by the Maintenance Supervisor.
- 3.6.3 The Contractor shall provide a second layer of waxing for new linoleum and tile flooring as requested by the Maintenance Supervisor. The charge for the second layer of waxing and buffing will be based on the actual square footage of the area.

3.7 Invoices

- 3.7.1 The Contractor shall invoice the Housing Authority immediately after services have been rendered.
- 3.7.2 The Contractor shall invoice in accordance to the fee schedule.
- 3.7.3 The Contractor shall breakdown the cost for each service performed totaling the amount of the entire invoice.

3.7.4 The Contractor shall include the service date, unit/building address and unit/building number.

3.7.5 The Contractor shall provide one point of contact for all invoicing.

4.0 RESPONSIBILITIES

The Housing Authority and the Contractor's responsibilities are as follows:

Housing Authority

4.1 Personnel

4.1.1 The Housing Authority shall monitor the Contractor's performance in the daily operation of this Contract.

4.1.2 The Housing Authority shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.

4.1.3 The Housing Authority shall prepare amendments to the Contract in accordance with the Contract.

4.1.4 The Housing Authority shall provide access to vacant units.

Contractor

4.2 Project Manager

4.2.1 The Contractor shall provide a full-time Supervisor with 5 years of experience in managing projects of similar size and scope as contained in this Statement of Work.

4.2.2 The Contractor's Supervisor shall act as a central point of contact with the Housing Authority, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.

4.2.3 The Contractor's Supervisor shall be able to effectively communicate, in English, both orally and in writing.

4.3 Personnel

The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must be able to communicate effectively.

4.4 Uniform / Identification

4.4.1 The Contractor's employees assigned to the Contract shall wear an appropriate uniform at all times. The uniform must display the

Contractor's company name. All uniforms, as required and approved by the Housing Authority, will be provided by the Contractor, at the Contractor's expense.

4.4.2 The Contractor's employees must wear visible identification when working under the Contract on Housing Authority property. The identification shall be:

- Housing Authority Visitor ID

4.4.3 The Contractor's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

4.5 Materials and Equipment

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee.

4.6 Training

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

4.7 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

4.8 Periodic Meetings

Contractor is required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty dollars (\$50.00).

5.0 HOURS / DAYS OF WORK

The Housing Authority office hours are from 8:00 a.m. to 5:00 p.m. The Housing Authority offices are closed on the following Holidays:

- New Year's Day

- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

6.0 WORK SCHEDULE

6.1 Regular Service Hours

The Contractor shall perform all regular service hours during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays as noted in Section 5.0 – Hours/Days of Work. All services, performed during regular service hours shall be performed at no additional cost to the Housing Authority.

6.2 After Hours Services

The Contractor shall perform all after hour services during the hours of 5:00 p.m. to 8:00 a.m. After hour services will be charged at an hourly rate. Weekends and holidays are considered after hours.

7.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Housing Authority a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Housing Authority for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor;
 - any corrective action taken,
 - the time a problem was first identified,
 - a clear description of the problem,
 - and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Housing Authority upon request.

8.0 QUALITY ASSURANCE PLAN

The Housing Authority will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

8.1 Performance Requirements Summary (Exhibit 3)

The Housing Authority shall use a Performance Requirements Summary (PRS) chart, Exhibit 3, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the Housing Authority will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Housing Authority. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Housing Authority to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Housing Authority, shall be credited to the Housing Authority on the Contractor's future invoice.

This section does not preclude the Housing Authority's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 13 - Termination for Convenience.

8.2 Periodic Performance Reviews

The Housing Authority will conduct periodic reviews to evaluate the Contractor's performance.

8.3 Contract Deficiency Notice

The Housing Authority will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a 48 hour time period.

If resolution of the deficiency does not result from the verbal notification, the Housing Authority will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Housing Authority within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Housing Authority within ten (10) workdays.

8.4 Housing Authority Observations

In addition to divisional contracting staff, other Housing Authority personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

9.0 ADDITION/DELETION OF SERVICES

The Housing Authority reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Housing Authority and the Contractor.

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4, OR 5 BEDROOMS					
	Sector	Family	TOTAL	0	1	2	3	4	5
	Square footage			526	538	726	1175	n/a	n/a
West County Locations									
Kings Road Apartments 800-801 N. Kings Rd. W. Hollywood, CA 90069	106	0	106	0	101	5	0	0	0
Westknoll Apartments 838 N. Westknoll Dr. W. Hollywood, CA 90069	134	0	134	122	12	0	0	0	0
Palm Ave. Apartments 959 N. Palm Avenue W. Hollywood, CA 90069	127	0	127	115	12	0	0	0	0
Santa Monica (9th St.) 1855 9th Street Santa Monica, CA 90404	0	11	11	0	0	8	3	0	0
Santa Monica (14th St.) 1450 14th Street Santa Monica, CA 90404	0	19	19	0	0	13	6	0	0
Santa Monica (20th St.) 2006 20th Street Santa Monica, CA 90404	0	11	11	0	0	8	3	0	0

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4, OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			526	536	726	1175	n/a	n/a
West County Locations									
Ocean Park 175 Ocean Park Blvd. Santa Monica, CA 90405	10	12	22	0	8	11	3	0	0
Monica Manor 1901-1909 11th Street Santa Monica, CA 90405	0	19	19	0	0	19	0	0	0
Marina Manor I 3401 Via Dolce Marina Del Rey, CA 90292	112	0	112	0	108	4	0	0	0
Marina Manor II 3405 Via Dolce Marina Del Rey, CA 90292	71	0	71	0	68	3	0	0	0
WEST COUNTY SUB-TOTAL	560	72	632	237	309	71	15	0	0

STATEMENT OF WORK EXHIBIT 1

EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 or 5 BEDROOMS						
	Senior	Family	TOTAL	0	1	2	3	4	5	
	Square footage			n/a	550	680	820	n/a	n/a	
North County Locations										
Orchard Arms 23520 Wiley Canyon Road Valencia, CA 91355	183	0	183	0	182	1	0	0	0	
Foothill Villa 2423 Foothill Blvd. La Crescenta, CA 91214	62	0	62	0	61	1	0	0	0	
Quartz Hill I 5028 West Ave. L-12 Quartz Hill, CA 95971	0	20	20	0	0	14	6	0	0	
Quartz Hill II 42051 51st Street Quartz Hill, CA 95971	0	20	20	0	0	14	6	0	0	
Lancaster Homes 711-737 W. Jackman St. Lancaster, CA 93534	120	0	120	0	108	12	0	0	0	
NORTH COUNTY SUB-TOTAL	365	40	405	0	351	42	12	0	0	

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 or 5 BEDROOMS				
	Senior	Family	TOTAL	0	1	2	3	4
	Square Footage			n/a	708	787	938	1026
East County Locations								n/a
Nueva Maravilla 4919 E. Cesar Chavez Av. Los Angeles, CA 90022	150	354	504	0	150	120	178	56
Arizona/Olympic 1100 S. Arizona Los Angeles, CA 90022	0	18	18	0	0	0	10	8
Whittier Manor 11527 Slauson Avenue Whittier, CA 90606	49	0	49	0	46	3	0	0
Herbert Avenue 133 Herbert Avenue Los Angeles, CA 90022	46	0	46	0	45	1	0	0
Francisquito Villa 14622 Francisquito La Puente, CA 91746	89	0	89	0	88	1	0	0
Carmelita Avenue 354-356 Carmelita Los Angeles, CA 90063	2	0	2	0	2	0	0	0
McBride Avenue 1229 S. McBride Avenue Los Angeles, CA 90023	1	3	4	0	1	3	0	0
Williamson Avenue 706-8 Williamson Los Angeles, CA 90022	0	4	4	0	0	4	0	0
Triggs Street 4432-34 1/2 Triggs Street Los Angeles, CA 90023	2	2	4	0	2	2	0	0

Exhibit 1 - 4

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 or 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
East County Locations	<i>Square footage</i>			<i>n/a</i>	<i>708</i>	<i>787</i>	<i>938</i>	<i>1026</i>	<i>n/a</i>
Simmons Avenue 927 S. Simmons Avenue Los Angeles, CA 90022	3	1	4	0	3	1	0	0	0
4th & Mednik 341 S. Mednik Avenue Los Angeles, CA 90022	0	2	2	0	0	2	0	0	0
Sundance Vista 10850 Laurel Ave. Whittier, CA 90606	0	41	41	0	0	0	28	13	0
EAST COUNTY SUB-TOTAL	342	425	767	0	337	137	216	77	0

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	563	728	880	1200	n/a
Carmelitos Areas									
Carmelitos 1000 Via Wanda Long Beach, CA 90805	155	558	713	0	235	342	87	49	0
CARMELITOS AREAS SUB-TOTAL	155	558	713	0	235	342	87	49	0

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	536	651	688	n/a	n/a
Harbor Hills Areas									
Harbor Hills 26607 S. Western Avenue Lomita, CA 90717	0	301	301	0	80	144	77	0	0
HARBOR HILLS AREAS SUB-TOTAL	0	301	301	0	80	144	77	0	0

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS				
	Senior	Family	TOTAL	0	1	2	3	4
	Square footage			n/a	437	644	728	788
South Scattered Sites								
South L. A. County Maintenance Office 12721 S. Central Avenue Los Angeles, CA 90059	0	0	0	0	0	0	0	0
South Bay Gardens 230 E. 130th Street Los Angeles, CA 90061	100	0	100	0	94	6	0	0
Century Wilton 2050 Century Blvd. Los Angeles, CA 90047	0	40	40	0	8	32	0	0
Woodcrest I & II 1239-45 W. 109th Street Los Angeles, CA 90044	0	20	20	0	0	14	6	0
West 107th Street 1320 W. 107th Street Los Angeles, CA 90044	0	18	18	0	0	2	9	7
Imperial Heights I & II 1221/1309 W. Imperial Hwy Los Angeles, CA 90044	0	9	9	0	0	0	6	3
West 105th Street 1336-1340 W. 105th Street Los Angeles, CA 90044	0	9	9	0	0	0	7	2
West 106th Street 1057 W. 106th Street Los Angeles, CA 90044	0	4	4	0	0	0	3	1

Exhibit 1 - 7

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			na	437	644	728	788	855
South Scattered Sites									
West 106th Street 1100-1104 W. 106th Street Los Angeles, CA 90044	0	20	20	0	1	19	0	0	0
West 106th Street 1334-38 W. 106th Street Los Angeles, CA 90044	0	4	4	0	0	0	1	3	0
Normandie Apartments 11431-63 S. Normandie Los Angeles, CA 90044	0	28	28	0	0	28	0	0	0
West 90th Street 1115-16 W. 90th Street Los Angeles, CA 90044	0	18	18	0	0	18	0	0	0
West 91st Street 1101-09 W. 91st Street Los Angeles, CA 90044	0	16	16	0	0	16	0	0	0
East 119th Street 1232-34 East 119th Street Los Angeles, CA 90059	0	2	2	0	0	2	0	0	0
East 61st Street 1229-35 East 61st Street Los Angeles, CA 90001	0	6	6	0	0	6	0	0	0
West 90th Street 1027-33 W. 90th Street Los Angeles, CA 90022	0	6	6	0	0	0	3	3	0
92nd Street & Bandera ST. 9104-18 S. Bandera Los Angeles, CA 90002	0	8	8	0	0	0	5	3	0

Exhibit 1 - 8

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square Footage			n/a	437	644	728	788	855
South Scattered Sites									
East 83rd Street 1535-37 E. 83rd Street Los Angeles, CA 90002	0	2	2	0	0	0	2	0	0
East 87th Street 1615-17 E. 87th Street Los Angeles, CA 90002	0	4	4	0	0	0	4	0	0
88th Street & Beach St. 8739 Beach Street Los Angeles, CA 90002	0	4	4	0	0	0	4	0	0
Addington 4212-4220 Addington St. Compton, CA 90221	0	3	3	0	0	0	2	1	0
Budlong I 9410-9412 1/2 S. Budlong Los Angeles, CA 90044	0	4	4	0	0	0	3	1	0
Budlong II 11126 Budlong Los Angeles, CA 90044	0	3	3	0	0	0	3	0	0
West 95th Street 1324 W. 95th Street Los Angeles, CA 90044	0	4	4	0	0	0	3	1	0
West 94th Street 1035-37 1/2 W. 94th St. Los Angeles, CA 90044	0	4	4	0	0	0	1	1	2
Firmona 11117-19 Firmona Inglewood, CA 90304	0	2	2	0	1	1	0	0	0

Exhibit 1 - 9

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square Footage			n/a	437	644	728	788	855
South Scattered Sites									
Linsley 4621-25 Linsley St. Compton, CA 90221	0	2	2	0	0	2	0	0	0
El Segundo I 1928/37/49 E. El Segundo Compton, CA 90022	0	30	30	0	12	12	6	0	0
El Segundo II 2440-45 E. El Segundo Compton, CA 90222	0	18	18	0	0	0	11	7	0
Athens III 1120 W. 107 th . St. 1310 W. 110 th St. 11104 S. Normandie Ave. Los Angeles, CA 90044	0	10	10	0	0	0	4	6	0
Budlong Crest 11248 S. Budlong Los Angeles, CA 90044	0	6	6	0	0	0	6	0	0
Jarvis Avenue 12920 Jarvis Ave. Los Angeles, CA 90061	0	1	1	0	0	0	0	1	0
East 84th Street 1527 E. 84 th St. Los Angeles, CA 90001	0	4	4	0	0	4	0	0	0
SOUTH SCATTERED SITES SUB-TOTAL	100	309	409	0	116	162	89	40	2

Exhibit 1 - 10

8.01.16

STATEMENT OF WORK
EXHIBIT 1

	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4, OR 5 BEDROOMS					
	Senlor	Family	TOTAL	0	1	2	3	4	5
HOUSING DEVEVELOPMENT UNITS	1522	1705	3227	237	1428	1427	898	496	2
GRAND TOTAL									

EXHIBIT 2 **HOUSING DEVELOPMENT SITE CONTACT INFORMATION**

Maintenance Supervisor	Contact Number	Maintenance Operations Coordinator	Contact Number
NO. 1: CARMELITOS			
Ken Johnson 1000 Via Wanda Long Beach, CA 90805	Office: (562) 637-7407 Cell: (310) 261-2195 Ken.johnson@hacola.org	Adele Halsey	(562) 637-7408 Adele.halsey@hacola.org
NO. 2: HARBOR HILLS			
Jose Macias 26607 South Western Avenue Lomita, CA 90717	Office: (310) 534-6846 Cell: (323) 855-2981 Jose.macias@hacola.org	Elizabeth Cortez	(310) 602-4753 Elizabeth.cortez@hacola.org
NO. 3: EAST COUNTY			
Keith Crossley 4919 East Cesar E Chavez Avenue Los Angeles, CA 90022	Office: (323) 260-2187 Cell: (562) 577-0703 Keith.crossley@hacola.org	Reyna Sotelo	(323) 260-2185 Reyna.sotelo@hacola.org
NO. 4: WEST COUNTY			
Richard Bosek 800 North Kings Road West Hollywood, CA 90069	Office: (323) 653-5674 Cell: (661) 510-2496 Richard.bosek@hacola.org	Maria Garcia	(323) 653-5174 Maria.garcia@hacola.org
NO. 7: NORTH COUNTY			
Melvin Batrezchavez 23520 Wiley Canyon Road Valencia, CA 91355	Office: (661) 255-0947 Cell: (661) 510-1788 Melvin.batrezchavez@hacola.org	Remoosh Minassian	(661) 600-0990 Remoosh.minassian@hacola.org
NO. 8: SOUTH SCATTERED SITES			
Gabriel Rodriguez 12721 Central Avenue Los Angeles, CA 90059	Office: (323) 357-3154 Cell: (310) 405-5258 Gabriel.rodriguez@hacola.org	Veronica Lopez	(323) 357-3152 Veronica.lopez@hacola.org

EXHIBIT 3
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 3.5 Cleaning of Vacant Units	100 % Completion of Required Services	Inspection and Observation	\$50 per occurrence
SOW Section 3.8 Invoices	100 % Completion of Required Services	Inspection and Observation	\$50 per occurrence
SOW Section 4.5 Uniform / Identification	100 % Completion of Required Services	Inspection and Observation	\$50 per occurrence
SOW Section 4.9 Periodic meetings	Contractor attendance	Observation of Attendance	\$50 per occurrence

ATTACHMENT B

FEE SCHEDULE

**FEE SCHEDULE
ON AN AS-NEEDED BASIS
VACANT UNIT PREPARATION SERVICES
FOR
BUILDING MAINTENANCE OF TOMORROW**

The Contractor shall provide vacant unit preparation services on an as-needed basis to the Housing Authority in accordance with Attachment A, Statement of Work. In addition, the Contractor shall provide other pest control services on an as-needed basis in Section II.

SECTION I				
ON AN AS-NEEDED UNIT CLEANING SERVICES				
No. of Bedrooms In Unit	Unit Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 1: West County				
0	526	\$210.00	\$0.15	\$0.20
1	538	\$215.00	\$0.15	\$0.20
2	726	\$290.00	\$0.15	\$0.20
3	1175	\$470.00	\$0.15	\$0.20

No. of Bedrooms In Unit	Unit Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 2: North County				
1	550	\$253.00	\$0.15	\$0.20
2	680	\$313.00	\$0.15	\$0.20
3	820	\$377.00	\$0.15	\$0.20

No. of Bedrooms In Unit	Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 3: East County				
1	708	\$212.00	\$0.15	\$0.20
2	787	\$236.00	\$0.15	\$0.20
3	938	\$282.00	\$0.15	\$0.20
4	1026	\$308.00	\$0.15	\$0.20

No. of Bedrooms In Unit	Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 4: Carmelitos				
1	563	\$169.00	\$0.15	\$0.20
2	728	\$218.00	\$0.15	\$0.20
3	880	\$264.00	\$0.15	\$0.20
4	1200	\$360.00	\$0.15	\$0.20

No. of Bedrooms In Unit	Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 5: Harbor Hills				
1	536	\$161.00	\$0.15	\$0.20
2	651	\$196.00	\$0.15	\$0.20
3	688	\$207.00	\$0.15	\$0.20

No. of Bedrooms In Unit	Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 6: South Scattered Sites				
1	437	\$135.00	\$0.15	\$0.20
2	644	\$195.00	\$0.15	\$0.20
3	728	\$219.00	\$0.15	\$0.20
4	788	\$237.00	\$0.15	\$0.20
5	855	\$257.00	\$0.15	\$0.20

SECTION II			
OTHER AS-NEEDED VACANT UNIT PREPARATION SERVICES			
ITEM	DESCRIPTION	HOURLY RATE	PER SQ. FT.
1.	Provide other as-needed vacant unit preparation services during regular hours in accordance with Appendix B, Statement of Work.	\$21.00	
2.	Provide after business hours vacant unit preparation services in accordance with Appendix B, Statement of Work.	\$31.50	
3.	Provide an extra layer of floor waxing.		\$0.17
4.	Provide an extra shampoo/steam clean service.		\$0.15

ATTACHMENT C

**REQUIRED CONTRACT
FORMS**

**COMMUNITY DEVELOPMENT COMMISSION
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employees Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name: <u>BUILDING MAINTENANCE OF TOMORROW</u>		
Company Address: <u>1901 NEWPORT BLVD SUITE 350</u>		
City: <u>COSTA MESA</u>	State: <u>CA</u>	Zip Code: <u>92627</u>
Telephone Number: <u>714-492-7503</u>		
Solicitation For (Type of Goods or Services): <u>JANITORIAL (VACANT UNIT PREPARATION SERVICES)</u>		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

☒ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>PHILLIP PEINEYRA</u>	Title: <u>OPERATIONS MANAGER</u>
Signature: <u>[Signature]</u>	Date: <u>4/11/2016</u>

**FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION**

Name of Firm: BUILDING MAINTENANCE OF TOMORROW Date: 4/11/2016
Address: 1901 NEWPORT BLVD SUITE 350, COSTA MESA
State: CA Zip Code: 92627 Phone No.: 714-492-7503

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: PHILLIP PELEYNA Title: OPERATIONS MGR.
Signature: [Signature] Date: 4/11/2016

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

BUILDING MAINTENANCE
OF TOMORROW

Vendor's Name

1901 NEWPORT BLVD STE 350
COSTA MESA, CA 92627

Address

45-3802801

Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: PHILLIP PENEYMA Title: OPERATIONS MGR.

Signature: *Phillip Peneyma* Date: 4/11/2016

DEFAULTED PROPERTY TAX REDUCTION PROGRAM CERTIFICATION OF COMPLIANCE

Company Name: <u>BUILDING MAINTENANCE OF TOMORROW</u>		
Company Address: <u>1901 NEWPORT BLVD SUITE 350</u>		
City: <u>COSTA MESA</u>	State: <u>CA</u>	Zip Code: <u>92627</u>
Telephone Number: <u>714-492-7503</u>		Email address: <u>PHIL@BMDTW.COM</u>
Solicitation/Contract For <u>VACANT UNIT REPAIRS</u> Services:		

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:
 - ☐ Mandated by federal or state law or a condition of federal or state program;
 - ☐ The purchase is made through a state or federal contract;
 - ☐ The purchase is made for equipment or supplies for, or by the National Association of Counties,, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
 - ☐ Sole source provider with exclusive and proprietary rights to services or goods;
 - ☐ Emergency services provider for services or goods;
 - ☐ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
 - ☐ Required to comply with the laws of the United States or California, which are inconsistent with this program.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>PHILLIP PENEVIA</u>	Title: <u>OPERATIONS MANAGER</u>
Signature: <u><i>Phillip Penevia</i></u>	Date: <u>APRIL 11, 2016</u>

CHARITABLE CONTRIBUTIONS CERTIFICATION

BUILDING MAINTENANCE OF TOMORROW
Company Name
1901 NEWPORT BLVD SUITE 350 COSTA MESA, CA 92627
Address
45-3802801
Internal Revenue Service Employer Identification Number
N/A
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(✓) ()

OR

YES NO

Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

() (✓)

Phillip Penevra
Signature

4/11/2016
Date

PHILLIP PENEVRA OPERATIONS MANAGER
Name and Title (please type or print)

ATTACHMENT D

REQUIRED CONTRACT NOTICES



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.

COUNTY OF LOS ANGELES
DEFAULTED PROPERTY TAX REDUCTION PROGRAM
(Los Angeles County Code 2.206)

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

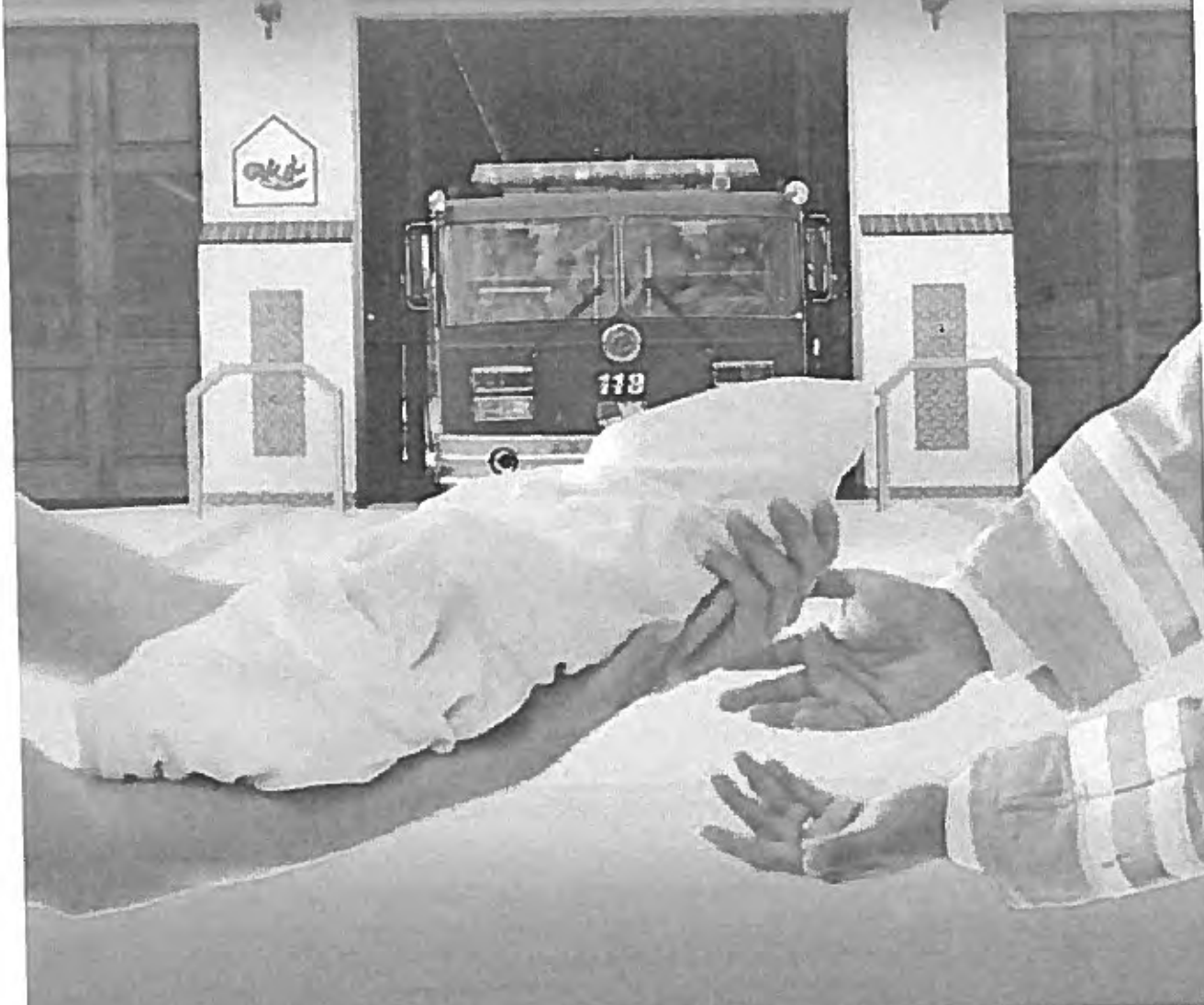
2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABYSAFE • 1-877-222-9723

www.babySAFE.org



Safely Surrendered Baby Law

What Is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

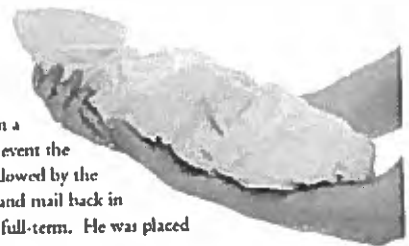
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

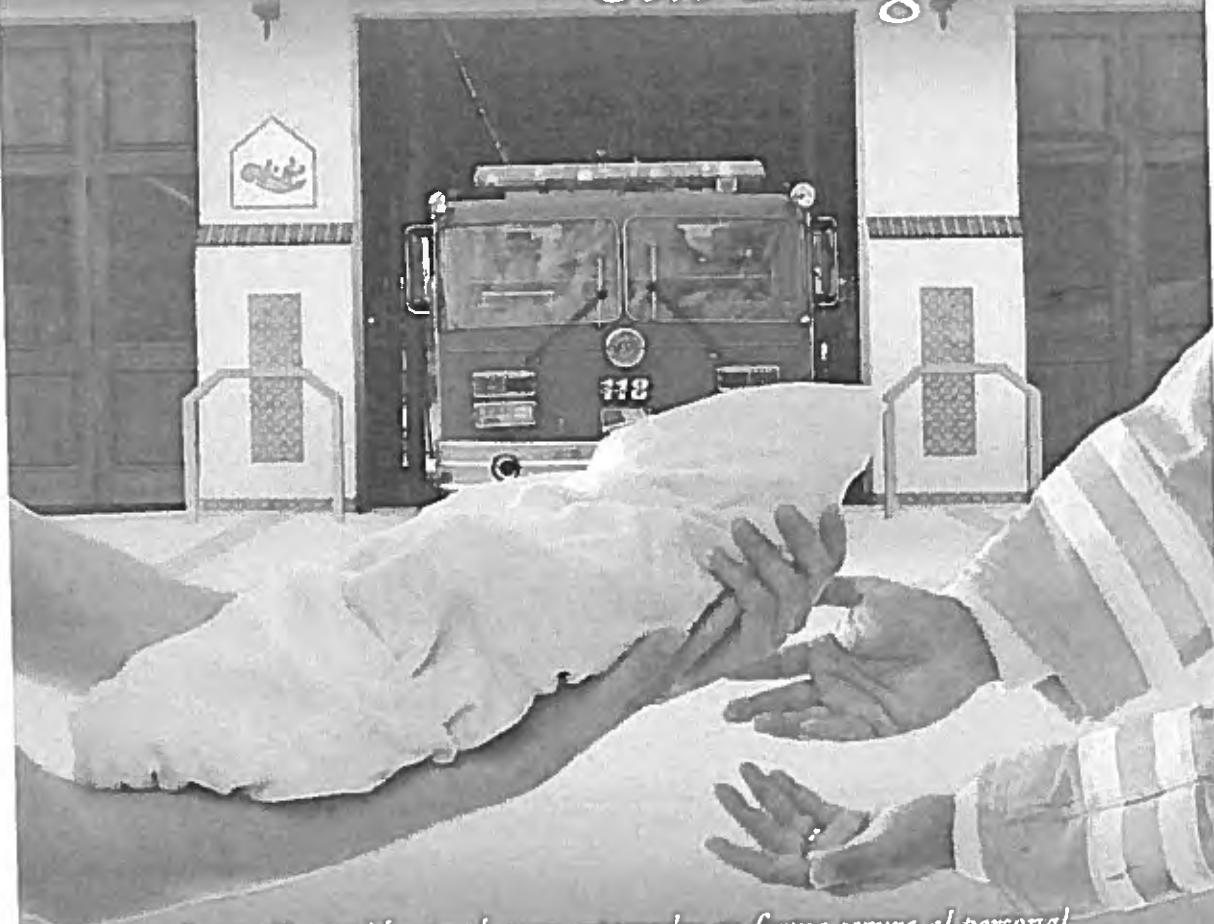
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafeja.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Products/Completed Operations Aggregate.....	\$1,000,000
Personal and Advertising Injury.....	\$ 500,000
Each Occurrence.....	\$ 500,000

The Housing Authority, Commission, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Public Agencies and their Agents"), shall be named as additional insureds for contractor's work on such policy.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$50,000 thousand for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident.....	\$1,000,000
Disease-policy limit.....	\$1,000,000
Disease-each employee.....	\$1,000,000

The Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the property or project that is the subject of this Contract.

11. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Housing Authority, Commission, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to the Contractor's acts, errors, or omissions, except to the extent caused by the sole negligence or willful misconduct of Housing Authority, Commission, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. The Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Housing Authority, Commission, and County, as applicable to each of them.

12. HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN

The Housing Authority will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Housing Authority determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Housing Authority and Contractor. If improvement does not occur consistent with the corrective measure, the Housing Authority may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Housing Authority in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

13. TERMINATION FOR CONVENIENCE

The Housing Authority reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

14. TERMINATION FOR CAUSE

This Contract may be terminated by the Housing Authority upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Housing Authority upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Housing Authority within the time specified in such notice, the Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of

deficiency thereof in writing will be served upon Contractor by the Housing Authority. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Housing Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Housing Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. CONTRACTOR'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Housing Authority Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Housing Authority's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Housing

Authority under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Housing Authority may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Housing Authority Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Housing Authority's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

18. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Housing Authority and the Contractor.

19. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Housing Authority pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Housing Authority under this Contract.

Professional Conduct: The Housing Authority does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Contractor's employees, agents or subcontractors providing services for the Housing Authority. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-46, inclusive.

23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled,

terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate

action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority, Commission, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Housing Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, recommend that the Contractor be debarred from bidding or proposing on, or being awarded, and/or performing work on Housing Authority contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Housing Authority.
- C. The Housing Authority may recommend that the Board of Commissioners debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Housing Authority, Commission, or County, or a nonprofit corporation created by the Housing Authority, Commission, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Housing Authority, Commission, or County or any other public entity, or a nonprofit corporation created by the Housing Authority, Commission, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Housing Authority, Commission, County, or any other public entity.

- D. If there is evidence that the Contractor may be subject to debarment, the Housing Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Housing Authority may, in its discretion, recommend that the Board of Commissioners reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Housing Authority.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate

the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Housing Authority, or Commission contractors, consultants, vendors and operating agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the Contractor has demonstrated to the Housing Authority satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Housing Authority, Commission, or County or a subcontract with a Housing Authority, Commission, or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Housing Authority, Commission, or County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Housing Authority or County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Housing Authority under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Housing Authority if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program.

The Housing Authority may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Housing Authority's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Housing Authority may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Housing Authority, Housing Authority, or County contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Housing Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Housing Authority pays final payment and other pending matters are closed under this Contract.

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Housing Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Housing Authority any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Housing Authority will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

39. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Housing Authority and the Housing Authority holds all the rights to said data.

40. NOTICES

The Housing Authority shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Housing Authority has actual knowledge of such injury or damage. Housing Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Housing Authority: Maria Badrakhan, Director
Housing Management Division
Housing Authority of the
County of Los Angeles
700 W. Main Street
Alhambra, CA 91801

The Contractor: Claudia Salomon, Chief Executive Officer
Ultimate Maintenance Services, Inc.
4237 Redondo Beach Blvd.
Lawndale, CA 90260

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Housing Authority may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR'S ACKNOWLEDGMENT OF HOUSING AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Housing Authority's policy to encourage all Housing Authority Contractors to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Housing Authority seeks to ensure that all Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

44. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S

DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Housing Authority under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Housing Authority may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

45. AUTHORIZATION WARRANTY

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

46. CONTRACTOR'S COMPLIANCE WITH THE HOUSING AUTHORITY'S SMOKE FREE POLICY AT ALL HOUSING DEVELOPMENT PROPERTIES

The Contractor represents that it will comply with the Housing Authority's policy strictly prohibiting smoking on all Housing Authority housing development properties, except at the South Bay Gardens Senior Housing Development located at 230 E. 130th Street, Los Angeles, CA 90061, where smoking is permitted only in a specified open area that is at least 20 feet away from a Housing Authority building and is clearly labeled as a "Smoking Designated Area." The Contractor acknowledges and understands that the Housing Authority's smoke free policy applies to all residents, guests, visitors, vendors, contractors, and staff.

47. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

48. ENTIRE CONTRACT

This Contract with Attachments A through D constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices

/

SIGNATURES

IN WITNESS WHEREOF, the Housing Authority and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

ULTIMATE MAINTENANCE SERVICES, INC.

By _____
Sean Rogan
Executive Director

By _____
Claudia Salomon
Chief Executive Officer

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

APPROVED AS TO PROGRAM:
HOUSING MANAGEMENT DIVISION

By _____
Nancy M. Takade
Principal Deputy County Counsel

By _____
Maria Badrakhan
Director

ATTACHMENT A

STATEMENT OF WORK

APPENDIX B STATEMENT OF WORK VACANT UNIT PREPARATION SERVICES

1.0 SCOPE OF WORK

The Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing agency. The Housing Authority helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Housing Authority maintains many administrative buildings and 68 housing developments that include over 3,229 residential units within the County of Los Angeles.

2.0 GENERAL REQUIREMENTS

- 2.1** The Contractor shall have a Supervisor assigned to the Contract with 5 years of experience to serve as a direct liaison with the Housing Authority.
- 2.2** The Contractor shall be the sole provider of all the work outlined in the Statement of Work.
- 2.3** The Contractor shall charge for services rendered in accordance to the fee schedule.

3.0 SPECIFIC WORK REQUIREMENTS

- 3.1** The Contractor shall provide vacant unit preparation services on an as-needed basis at all Housing Authority locations noted in Exhibit 1.
- 3.2** The Contractor shall be contacted with a phone call when a vacated unit is ready to be cleaned.
- 3.3** The Contractor shall meet with the Maintenance Supervisor, noted in Exhibit 2, to go over the specified work.
- 3.4** The Contractor shall begin work within one day of notification and shall be completed within one (1) day.

3.5 Cleaning of Vacant Units

The Contractor shall thoroughly clean all units interior of cabinets, drawers and closets and the following rooms as follows;

3.5.1 Dining Room / Living Room

- 3.5.1.1** Vacuum and shampoo/steam clean carpet only when requested and approved by the Maintenance Supervisor.

- 3.5.1.2 Clean any louvered vents and filters.
- 3.5.1.3 Clean light fixtures.
- 3.5.1.4 Wash glass doors, inside and out, with soap and water.
- 3.5.1.5 Wash window screens on sliding doors, inside and out, with soap and water.
- 3.5.1.6 Vacuum and clean door and window tracks.

3.5.2 **Bedroom**

- 3.5.2.1 Vacuum and shampoo/steam clean carpet only when requested and approved by the Maintenance Supervisor.
- 3.5.2.2 Wash windows with soap and water, inside and out, and vacuum tracks.
- 3.5.2.3 Wash window screens with soap and water.
- 3.5.2.4 Clean closet floor and shelves.

3.5.3 **Bathroom**

- 3.5.3.1 Clean counter top and remove water lime deposits from around fixtures.
- 3.5.3.2 Clean water fixtures on sinks, in tubs and showers.
- 3.5.3.3 Clean all shower tiles and tub enclosures and remove water deposits from glass doors.
- 3.5.3.4 Thoroughly clean and sanitize toilet inside and out with a germicide solution.
- 3.5.3.5 Clean light fixture, interior of medicine cabinet, drawers and cabinets.

3.5.4 **Kitchen**

- 3.5.4.1 Clean stove and oven of all grease and grime including sides, front, burners, control knobs, beneath top cover, broiler, doors and racks, grilles and broiler pan and behind stove.
- 3.5.4.2 Clean range hood and vent hood filter, notify the Maintenance Supervisor if filter needs replacement.
- 3.5.4.3 Vacuum exhaust fans.
- 3.5.4.4 Clean behind refrigerator and stove carefully not to crimp gas line.
- 3.5.4.5 Clean refrigerator inside and out, including freezer compartment.
- 3.5.4.6 Clean inside and front of dishwasher, washing machines and dryers, where available.
- 3.5.4.7 Clean all drawers and cabinets inside and out removing all shelf paper.
- 3.5.4.8 Clean sinks removing all lime deposits around fixtures and all counter tops.
- 3.5.4.9 Clean light fixture lens, curtain rods and any other accessories in the room.

3.5.5 Other Miscellaneous cleaning

- 3.5.5.1 Remove all dust above door entries.
- 3.5.5.2 Wipe clean all interior and exterior doors.
- 3.5.5.3 Clean all switch plates, appliance covers and electric light fixture glass.
- 3.5.5.4 Clean all curtain rods and wash vertical blinds with soap and water.
- 3.5.5.5 Wash all windows and glass patio doors both inside and outside of unit with soap and water.
- 3.5.5.6 Clean all screens.
- 3.5.5.7 Sweep unit patio, porch, balcony, laundry room and storage room.

3.5.6 The Contractor shall clean unit flooring as follows;

- 3.5.6.1 Linoleum and tile flooring shall be stripped, apply one layer of wax and buffed.
- 3.5.6.2 Carpeted floors and stairways shall be pre-spotted as necessary to remove stains.
- 3.5.6.3 Carpets shall be vacuumed thoroughly.
- 3.5.6.4 Carpets shall be shampooed, steam cleaned only when requested and approved by the Maintenance Supervisor.

3.6 Other As-Needed Vacant Unit Preparation Services

- 3.6.1 The Contractor shall provide other as-needed vacant unit preparation services at an hourly rate for all the sites noted in Exhibit 1.
- 3.6.2 The Contractor shall provide deep cleaning services for kitchens and bathrooms for vacant units as requested by the Maintenance Supervisor.
- 3.6.3 The Contractor shall provide a second layer of waxing for new linoleum and tile flooring as requested by the Maintenance Supervisor. The charge for the second layer of waxing and buffing will be based on the actual square footage of the area.

3.7 Invoices

- 3.7.1 The Contractor shall invoice the Housing Authority immediately after services have been rendered.
- 3.7.2 The Contractor shall invoice in accordance to the fee schedule.
- 3.7.3 The Contractor shall breakdown the cost for each service performed totaling the amount of the entire invoice.

3.7.4 The Contractor shall include the service date, unit/building address and unit/building number.

3.7.5 The Contractor shall provide one point of contact for all invoicing.

4.0 RESPONSIBILITIES

The Housing Authority and the Contractor's responsibilities are as follows:

Housing Authority

4.1 Personnel

4.1.1 The Housing Authority shall monitor the Contractor's performance in the daily operation of this Contract.

4.1.2 The Housing Authority shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.

4.1.3 The Housing Authority shall prepare amendments to the Contract in accordance with the Contract.

4.1.4 The Housing Authority shall provide access to vacant units.

Contractor

4.2 Project Manager

4.2.1 The Contractor shall provide a full-time Supervisor with 5 years of experience in managing projects of similar size and scope as contained in this Statement of Work.

4.2.2 The Contractor's Supervisor shall act as a central point of contact with the Housing Authority, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.

4.2.3 The Contractor's Supervisor shall be able to effectively communicate, in English, both orally and in writing.

4.3 Personnel

The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must be able to communicate effectively.

4.4 Uniform / Identification

4.4.1 The Contractor's employees assigned to the Contract shall wear an appropriate uniform at all times. The uniform must display the

Contractor's company name. All uniforms, as required and approved by the Housing Authority, will be provided by the Contractor, at the Contractor's expense.

4.4.2 The Contractor's employees must wear visible identification when working under the Contract on Housing Authority property. The identification shall be:

- Housing Authority Visitor ID

4.4.3 The Contractor's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

4.5 Materials and Equipment

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee.

4.6 Training

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

4.7 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

4.8 Periodic Meetings

Contractor is required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty dollars (\$50.00).

5.0 HOURS / DAYS OF WORK

The Housing Authority office hours are from 8:00 a.m. to 5:00 p.m. The Housing Authority offices are closed on the following Holidays:

- New Year's Day

- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

6.0 WORK SCHEDULE

6.1 Regular Service Hours

The Contractor shall perform all regular service hours during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays as noted in Section 5.0 – Hours/Days of Work. All services, performed during regular service hours shall be performed at no additional cost to the Housing Authority.

6.2 After Hours Services

The Contractor shall perform all after hour services during the hours of 5:00 p.m. to 8:00 a.m. After hour services will be charged at an hourly rate. Weekends and holidays are considered after hours.

7.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Housing Authority a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Housing Authority for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor;
 - any corrective action taken,
 - the time a problem was first identified,
 - a clear description of the problem,
 - and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Housing Authority upon request.

8.0 QUALITY ASSURANCE PLAN

The Housing Authority will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

8.1 Performance Requirements Summary (Exhibit 3)

The Housing Authority shall use a Performance Requirements Summary (PRS) chart, Exhibit 3, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the Housing Authority will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Housing Authority. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Housing Authority to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Housing Authority, shall be credited to the Housing Authority on the Contractor's future invoice.

This section does not preclude the Housing Authority's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 13 - Termination for Convenience.

8.2 Periodic Performance Reviews

The Housing Authority will conduct periodic reviews to evaluate the Contractor's performance.

8.3 Contract Deficiency Notice

The Housing Authority will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a 48 hour time period.

If resolution of the deficiency does not result from the verbal notification, the Housing Authority will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Housing Authority within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Housing Authority within ten (10) workdays.

8.4 Housing Authority Observations

In addition to divisional contracting staff, other Housing Authority personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

9.0 ADDITION/DELETION OF SERVICES

The Housing Authority reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Housing Authority and the Contractor.

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4, OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			526	538	726	1175	n/a	n/a
West County Locations									
Kings Road Apartments 800-801 N. Kings Rd. W. Hollywood, CA 90069	106	0	106	0	101	5	0	0	0
Westknoll Apartments 838 N. Westknoll Dr. W. Hollywood, CA 90069	134	0	134	122	12	0	0	0	0
Palm Ave. Apartments 959 N. Palm Avenue W. Hollywood, CA 90069	127	0	127	115	12	0	0	0	0
Santa Monica (9th St.) 1855 9th Street Santa Monica, CA 90404	0	11	11	0	0	8	3	0	0
Santa Monica (14th St.) 1450 14th Street Santa Monica, CA 90404	0	19	19	0	0	13	6	0	0
Santa Monica (20th St.) 2006 20th Street Santa Monica, CA 90404	0	11	11	0	0	8	3	0	0

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4, OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			526	538	726	1175	n/a	n/a
West County Locations									
Ocean Park 175 Ocean Park Blvd. Santa Monica, CA 90405	10	12	22	0	8	11	3	0	0
Monica Manor 1901-1909 11th Street Santa Monica, CA 90405	0	19	19	0	0	19	0	0	0
Marina Manor I 3401 Via Dolce Marina Del Rey, CA 90292	112	0	112	0	108	4	0	0	0
Marina Manor II 3405 Via Dolce Marina Del Rey, CA 90292	71	0	71	0	68	3	0	0	0
WEST COUNTY SUB-TOTAL	560	72	632	237	309	71	15	0	0

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 or 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	550	680	820	n/a	n/a
North County Locations									
Orchard Arms 23520 Wiley Canyon Road Valencia, CA 91355	183	0	183	0	182	1	0	0	0
Foothill Villa 2423 Foothill Blvd. La Crescenta, CA 91214	62	0	62	0	61	1	0	0	0
Quartz Hill I 5028 West Ave. L-12 Quartz Hill, CA 95971	0	20	20	0	0	14	6	0	0
Quartz Hill II 42051 51st Street Quartz Hill, CA 95971	0	20	20	0	0	14	6	0	0
Lancaster Homes 711-737 W. Jackman St. Lancaster, CA 93534	120	0	120	0	108	12	0	0	0
NORTH COUNTY SUB-TOTAL	365	40	405	0	351	42	12	0	0

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 or 5 BEDROOMS						
	Senior	Family	TOTAL	0	1	2	3	4	5	
	Square footage			n/a	708	787	938	1026	n/a	
East County Locations										
Nueva Maravilla 4919 E. Cesar Chavez Av. Los Angeles, CA 90022	150	354	504	0	150	120	178	56	0	
Arizona/Olympic 1100 S. Arizona Los Angeles, CA 90022	0	18	18	0	0	0	10	8	0	
Whittier Manor 11527 Slauson Avenue Whittier, CA 90606	49	0	49	0	46	3	0	0	0	
Herbert Avenue 133 Herbert Avenue Los Angeles, CA 90022	46	0	46	0	45	1	0	0	0	
Francisquito Villa 14622 Francisquito La Puente, CA 91746	89	0	89	0	88	1	0	0	0	
Carmelita Avenue 354-356 Carmelita Los Angeles, CA 90063	2	0	2	0	2	0	0	0	0	
McBride Avenue 1229 S. McBride Avenue Los Angeles, CA 90023	1	3	4	0	1	3	0	0	0	
Williamson Avenue 706-8 Williamson Los Angeles, CA 90022	0	4	4	0	0	4	0	0	0	
Triggs Street 4432-34 1/2 Triggs Street Los Angeles, CA 90023	2	2	4	0	2	2	0	0	0	

Exhibit 1 - 4

8.01.16

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 or 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
East County Locations	<i>Square footage</i>			<i>n/a</i>	<i>708</i>	<i>787</i>	<i>938</i>	<i>1025</i>	<i>n/a</i>
Simmons Avenue 927 S. Simmons Avenue Los Angeles, CA 90022	3	1	4	0	3	1	0	0	0
4th & Mednik 341 S. Mednik Avenue Los Angeles, CA 90022	0	2	2	0	0	2	0	0	0
Sundance Vista 10850 Laurel Ave. Whittier, CA 90606	0	41	41	0	0	0	28	13	0
EAST COUNTY SUB-TOTAL	342	425	767	0	337	137	216	77	0

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	563	728	880	1200	n/a
Carmelitos 1000 Via Wanda Long Beach, CA 90805	155	558	713	0	235	342	87	49	0
CARMELITOS AREAS SUB-TOTAL	155	558	713	0	235	342	87	49	0

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	536	651	688	n/a	n/a
Harbor Hills Areas Harbor Hills 26607 S. Western Avenue Lomita, CA 90717	0	301	301	0	80	144	77	0	0
HARBOR HILLS AREAS SUB-TOTAL	0	301	301	0	80	144	77	0	0

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	437	644	728	788	855
South Scattered Sites									
South L. A. County Maintenance Office 12721 S. Central Avenue Los Angeles, CA 90059	0	0	0	0	0	0	0	0	0
South Bay Gardens 230 E. 130th Street Los Angeles, CA 90061	100	0	100	0	94	6	0	0	0
Century Wilton 2050 Century Blvd. Los Angeles, CA 90047	0	40	40	0	8	32	0	0	0
Woodcrest I & II 1239-45 W. 109th Street Los Angeles, CA 90044	0	20	20	0	0	14	6	0	0
West 107th Street 1320 W. 107th Street Los Angeles, CA 90044	0	18	18	0	0	2	9	7	0
Imperial Heights I & II 1221/1309 W. Imperial Hwy Los Angeles, CA 90044	0	9	9	0	0	0	6	3	0
West 105th Street 1336-1340 W. 105th Street Los Angeles, CA 90044	0	9	9	0	0	0	7	2	0
West 106th Street 1057 W. 106th Street Los Angeles, CA 90044	0	4	4	0	0	0	3	1	0

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	437	644	728	788	855
South Scattered Sites									
West 106th Street 1100-1104 W. 106th Street Los Angeles, CA 90044	0	20	20	0	1	19	0	0	0
West 106th Street 1334-38 W. 106th Street Los Angeles, CA 90044	0	4	4	0	0	0	1	3	0
Normandie Apartments 11431-63 S. Normandie Los Angeles, CA 90044	0	28	28	0	0	28	0	0	0
West 90th Street 1115-16 W. 90th Street Los Angeles, CA 90044	0	18	18	0	0	18	0	0	0
West 91st Street 1101-09 W. 91st Street Los Angeles, CA 90044	0	16	16	0	0	16	0	0	0
East 119th Street 1232-34 East 119th Street Los Angeles, CA 90059	0	2	2	0	0	2	0	0	0
East 61st Street 1229-35 East 61st Street Los Angeles, CA 90001	0	6	6	0	0	6	0	0	0
West 90th Street 1027-33 W. 90th Street Los Angeles, CA 90022	0	6	6	0	0	0	3	3	0
92nd Street & Bandera ST. 9104-18 S. Bandera Los Angeles, CA 90002	0	8	8	0	0	0	5	3	0

Exhibit 1 - 8

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	437	644	728	788	855
South Scattered Sites									
East 83rd Street 1535-37 E. 83rd Street Los Angeles, CA 90002	0	2	2	0	0	0	2	0	0
East 87th Street 1615-17 E. 87th Street Los Angeles, CA 90002	0	4	4	0	0	0	4	0	0
88th Street & Beach St. 8739 Beach Street Los Angeles, CA 90002	0	4	4	0	0	0	4	0	0
Addington 4212-4220 Addington St. Compton, CA 90221	0	3	3	0	0	0	2	1	0
Budlong I 9410-9412 1/2 S. Budlong Los Angeles, CA 90044	0	4	4	0	0	0	3	1	0
Budlong II 11126 Budlong Los Angeles, CA 90044	0	3	3	0	0	0	3	0	0
West 95th Street 1324 W. 95th Street Los Angeles, CA 90044	0	4	4	0	0	0	3	1	0
West 94th Street 1035-37 1/2 W. 94th St. Los Angeles, CA 90044	0	4	4	0	0	0	1	1	2
Firmona 11117-19 Firmona Inglewood, CA 90304	0	2	2	0	1	1	0	0	0

Exhibit 1 - 9

STATEMENT OF WORK EXHIBIT 1

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4 OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
	Square footage			n/a	437	644	728	788	855
South Scattered Sites									
Linsley 4621-25 Linsley St. Compton, CA 90221	0	2	2	0	0	2	0	0	0
El Segundo I 1928/37/49 E. El Segundo Compton, CA 90022	0	30	30	0	12	12	6	0	0
El Segundo II 2440-45 E. El Segundo Compton, CA 90222	0	18	18	0	0	0	11	7	0
Athens III 1120 W. 107 th . St. 1310 W. 110 th St. 11104 S. Normandie Ave. Los Angeles, CA 90044	0	10	10	0	0	0	4	6	0
Budlong Crest 11248 S. Budlong Los Angeles, CA 90044	0	6	6	0	0	0	6	0	0
Jarvis Avenue 12920 Jarvis Ave. Los Angeles, CA 90061	0	1	1	0	0	0	0	1	0
East 84th Street 1527 E. 84 th St. Los Angeles, CA 90001	0	4	4	0	0	4	0	0	0
SOUTH SCATTERED SITES SUB-TOTAL	100	309	409	0	116	162	89	40	2

STATEMENT OF WORK EXHIBIT 1

	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, 4, OR 5 BEDROOMS					
	Senior	Family	TOTAL	0	1	2	3	4	5
HOUSING DEVELOPMENT UNITS GRAND TOTAL	1522	1705	3227	237	1428	1427	898	496	2

EXHIBIT 2 **HOUSING DEVELOPMENT SITE CONTACT INFORMATION**

Maintenance Supervisor	Contact Number	Maintenance Operations Coordinator	Contact Number
NO. 1: CARMELITOS			
Ken Johnson 1000 Via Wanda Long Beach, CA 90805	Office: (562) 637-7407 Cell: (310) 261-2195 Ken.johnson@hacola.org	Adele Halsey	(562) 637-7408 Adele.halsey@hacola.org
NO. 2: HARBOR HILLS			
Jose Macias 26607 South Western Avenue Lomita, CA 90717	Office: (310) 534-6846 Cell: (323) 855-2981 Jose.macias@hacola.org	Elizabeth Cortez	(310) 602-4753 Elizabeth.cortez@hacola.org
NO. 3: EAST COUNTY			
Keith Crossley 4919 East Cesar E Chavez Avenue Los Angeles, CA 90022	Office: (323) 260-2187 Cell: (562) 577-0703 Keith.crossley@hacola.org	Reyna Sotelo	(323) 260-2185 Reyna.sotelo@hacola.org
NO. 4: WEST COUNTY			
Richard Bosek 800 North Kings Road West Hollywood, CA 90069	Office: (323) 653-5674 Cell: (661) 510-2496 Richard.bosek@hacola.org	Maria Garcia	(323) 653-5174 Maria.garcia@hacola.org
NO. 7: NORTH COUNTY			
Melvin Batrezchavez 23520 Wiley Canyon Road Valencia, CA 91355	Office: (661) 255-0947 Cell: (661) 510-1788 Melvin.batrezchavez@hacola.org	Remoosh Minassian	(661) 600-0990 Remoosh.minassian@hacola.org
NO. 8: SOUTH SCATTERED SITES			
Gabriel Rodriguez 12721 Central Avenue Los Angeles, CA 90059	Office: (323) 357-3154 Cell: (310) 405-5258 Gabriel.rodriguez@hacola.org	Veronica Lopez	(323) 357-3152 Veronica.lopez@hacola.org

EXHIBIT 3
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 3.5 Cleaning of Vacant Units	100 % Completion of Required Services	Inspection and Observation	\$50 per occurrence
SOW Section 3.8 Invoices	100 % Completion of Required Services	Inspection and Observation	\$50 per occurrence
SOW Section 4.5 Uniform / Identification	100 % Completion of Required Services	Inspection and Observation	\$50 per occurrence
SOW Section 4.9 Periodic meetings	Contractor attendance	Observation of Attendance	\$50 per occurrence

ATTACHMENT B

FEE SCHEDULE

**FEE SCHEDULE
ON AN AS-NEEDED BASIS
VACANT UNIT PREPARATION SERVICES
FOR
ULTIMATE MAINTENANCE SERVICES, INC.**

The Contractor shall provide vacant unit preparation services on an as-needed basis to the Housing Authority in accordance with Attachment A, Statement of Work. In addition, the Contractor shall provide other pest control services on an as-needed basis in Section II.

SECTION I				
ON AN AS-NEEDED UNIT CLEANING SERVICES				
No. of Bedrooms In Unit	Unit Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 1: West County				
0	526	\$120.00	\$0.20	\$0.35
1	538	\$140.00	\$0.20	\$0.35
2	726	\$200.00	\$0.20	\$0.35
3	1175	\$275.00	\$0.20	\$0.35

No. of Bedrooms In Unit	Unit Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 2: North County				
1	550	\$130.00	\$0.20	\$0.35
2	680	\$170.00	\$0.20	\$0.35
3	820	\$200.00	\$0.20	\$0.35

No. of Bedrooms In Unit	Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 3: East County				
1	708	\$150.00	\$0.20	\$0.35
2	787	\$160.00	\$0.20	\$0.35
3	938	\$200.00	\$0.20	\$0.35
4	1026	\$240.00	\$0.20	\$0.35

No. of Bedrooms In Unit	Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 4: Carmelitos				
1	563	\$120.00	\$0.20	\$0.35
2	728	\$150.00	\$0.20	\$0.35
3	880	\$200.00	\$0.20	\$0.35
4	1200	\$300.00	\$0.20	\$0.35

No. of Bedrooms In Unit	Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 5: Harbor Hills				
1	536	\$120.00	\$0.20	\$0.35
2	651	\$140.00	\$0.20	\$0.35
3	688	\$150.00	\$0.20	\$0.35

No. of Bedrooms In Unit	Average Square Footage	Unit Cleaning Cost (without floor cleaning services) (a)	Unit Carpet Flooring Cleaning Cost Per SQ. FT. (b)	Unit VCT/Linoleum Flooring Cleaning Cost Per SQ. FT. (c)
No. 6: South Scattered Sites				
1	437	\$120.00	\$0.20	\$0.35
2	644	\$140.00	\$0.20	\$0.35
3	728	\$150.00	\$0.20	\$0.35
4	788	\$200.00	\$0.20	\$0.35
5	855	\$250.00	\$0.20	\$0.35

SECTION II			
OTHER AS-NEEDED VACANT UNIT PREPARATION SERVICES			
ITEM	DESCRIPTION	HOURLY RATE	PER SQ. FT.
1.	Provide other as-needed vacant unit preparation services during regular hours in accordance with Appendix B, Statement of Work.	\$25.00	
2.	Provide after business hours vacant unit preparation services in accordance with Appendix B, Statement of Work.	\$28.00	
3.	Provide an extra layer of floor waxing.		\$0.15
4.	Provide an extra shampoo/steam clean service.		\$0.20

ATTACHMENT C

**REQUIRED CONTRACT
FORMS**

**COMMUNITY DEVELOPMENT COMMISSION
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name:	Ultimate Maintenance Services INC.		
Company Address:	4237 Redondo Beach Bl.		
City:	Lawndale	State:	CA Zip Code: 90260
Telephone Number:	(310) 542-1474		
Solicitation For (Type of Goods or Services):	janitorial Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Claudia Salomon	Title:	Secretary of Corp.
Signature:	<i>[Signature]</i>	Date:	4/8/16

CHARITABLE CONTRIBUTIONS CERTIFICATION

Ultimate Maintenance Services Inc.

Company Name

4237 Redondo Beach Blvd, Lawndale CA 90260

Address

95-4840759

Internal Revenue Service Employer Identification Number

N/A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

() (☒)

OR

YES NO

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

() ()

C. Salomon

Signature

4/8/16

Date

Claudia Salomon - Secretary of Corporation -

Name and Title (please type or print)

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM
CERTIFICATION OF COMPLIANCE**

Company Name: <u>Ultimate Maintenance Services Inc.</u>		
Company Address: <u>4237 Redondo Beach Bl</u>		
City: <u>Lawndale</u>	State: <u>CA</u>	Zip Code: <u>90260</u>
Telephone Number: <u>310-5621474</u>	Email address: <u>claudia@umscorporation.com</u>	
Solicitation/Contract For <u>Vacant Unit Prop.</u> Services:		

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:
- ☐ Mandated by federal or state law or a condition of federal or state program;
 - ☐ The purchase is made through a state or federal contract;
 - ☐ The purchase is made for equipment or supplies for, or by the National Association of Counties,, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
 - ☐ Sole source provider with exclusive and proprietary rights to services or goods;
 - ☐ Emergency services provider for services or goods;
 - ☐ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
 - ☐ Required to comply with the laws of the United States or California, which are inconsistent with this program.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>Claudia Salomon</u>	Title: <u>Secretary of Corp</u>
Signature: <u>C Salomon</u>	Date: <u>4/8/16</u>

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Ultimate Maintenance Services Inc.
Vendor's Name

4237 Redondo Beach Bl, Lawndale CA 90260
Address

95-4840759
Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: Claudia Salomon Title: Secretary of Corp.

Signature: C Salomon Date: 4/8/16

FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION

Name of Firm: Ultimate Maintenance S. Date: 4/8/16
Address: 4237 Redondo Beach Bl, Lawndale
State: CA Zip Code: 90260 Phone No.: (310) 542-1474 x18

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Claudia Salomon Title: Secretary of Corporate
Signature: [Signature] Date: 4/8/16

ATTACHMENT D

REQUIRED CONTRACT NOTICES



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2013)
Cat. No. 205991

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.

COUNTY OF LOS ANGELES
DEFAULTED PROPERTY TAX REDUCTION PROGRAM
(Los Angeles County Code 2.206)

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babyasafeis.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

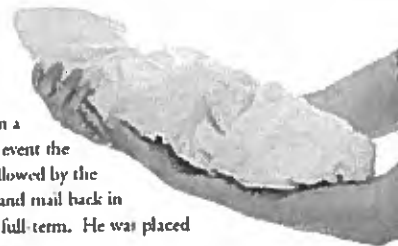
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafea.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

